

SURFACE USE AGREEMENT

This Surface Use Agreement ("Agreement") is effective this 9th day of June, 2011, and is by and among NOBLE ENERGY, INC. ("Noble") with an address of 1625 Broadway, Suite 2200, Denver, Colorado 80202, FOUNDATION ENERGY FUND I, L.L.C. by FOUNDATION ENERGY MANAGEMENT, L.L.C., ITS MANGER ("Foundation") with an address of 14800 Landmark Blvd., Suite 220, Dallas, Texas, 75254, and MERIT ENERGY COMPANY ("Merit") with an address of 13727 Noel Road, Suite 500, Tower 2, Dallas, Texas, 75240 (Noble, Foundation and Merit are referred to hereinafter individually or together as a "Company" or the "Companies") and LLOYD LAND, an individual, and A.L.E. PARTNERSHIP both with an address of 36 S. 18th Avenue, Suite F, Brighton, Colorado 80601, (together the "Surface Owners").

A. Surface Owners own the surface estate of that certain tract of land more particularly described on Exhibit A attached hereto in Weld County, Colorado (hereinafter referred to as the "Property").

B. Surface ownership of the Property is subject to the rights of the oil and gas mineral leasehold estate, portions of which are now owned by the Companies.

C. Surface Owners plan to develop the surface of the Property for industrial and commercial uses to be known as North Land.

D. Noble currently has the right to develop its oil and/or gas leasehold estate by drilling additional oil and/or gas wells on the portion of the Property in the SE/4 and the W/2 of Section 29, and Noble currently operates seven wells in the SE/4 of Section 29 known as Ale Partnership W 29-9 JI, Lucas 1, Ale W 29-22, Ale W 29-21, Ale Partnership W 29-10 DI, Ale 29-24, Putnam 2-29, and Ale Partnership W 29-16 JI. Noble also currently operates six wells on that portion of W/2 of Section 29 known as Shivers W 29-4 JI, Shivers GU 2-29, Shivers W 29-6 D, Ale W 29-20 D, Appel 4-29, and Ale 29-21. These existing wells are depicted on Exhibit B.

E. Foundation currently has the right to develop its oil and/or gas leasehold estate by operating its existing oil and/or gas wells on the portion of the Property in the W/2 of Section 29, and Foundation currently operates three wells known as Appel 2, Appel (Martin) 1-A, and Brand 1. These existing wells are depicted on Exhibit B.

F. Merit currently has the right to develop its oil and/or gas leasehold estate by operating its existing oil and/or gas wells on the portion of the Property in the SW/4 of Section 29, and Merit currently operates one well known as Putnam 24-29. This existing well is depicted on Exhibit B.

G. The Companies enter into this Agreement with respect to only the separate oil and gas leasehold rights that each owns in the Property, and a reference herein to the Companies shall be a reference for each Company only to its respective separate leasehold rights.

H. This Agreement sets forth the rights and obligations of the parties regarding the relationship between the surface development of the Property by Surface Owners and the operation and development of the oil and gas leasehold estate underlying the Property by the Companies, such rights and obligations to be binding upon the parties and their successors and assigns.

In consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. OIL AND GAS OPERATIONS AREAS AND AGREEMENTS FOR SAME.

a. *Oil and Gas Operations Areas.*

Surface Owners shall set aside and provide to Noble that portion of the Property hereinafter referred to alone or together as an “Oil and Gas Operations Area” (“OGOAs”) or the “Oil and Gas Operations Areas” (“OGOAs”), such areas being depicted on Exhibit B attached hereto and sometimes referred to hereinafter as the “Noble OGOAs.” Surface Owners shall set aside and provide to Foundation that portion of the Property associated with the Appel 2, Appel (Martin) 1-A, and Brand 1 wells, such areas being depicted on Exhibit B attached hereto and sometimes referred to hereinafter as the “Foundation OGOAs.” Surface Owners shall set aside and provide to Merit that portion of the Property associated with the Putnam 24-29 well, such area being depicted on Exhibit B attached hereto and sometimes referred to hereinafter as the “Merit OGOA.” The respective OGOAs shall be made available to the respective Companies for their exclusive use in their present condition for any operations conducted by them in connection with new or existing wells, including, but not limited to, drilling and production activities, workovers, well deepenings, recompletions, fracturing, re-fracturing and the drilling of replacement wells provided, however, that where the Companies share existing improvements in any OGOA, they shall consult in good faith to reasonably accommodate each other’s operations. Except for the OGOAs and the access roads and easements associated with flowlines, gathering lines and pipelines as provided for in this Agreement, the Companies shall not occupy the surface of the Property except: i) in the event of an emergency; and ii) they may occupy only the lands immediately adjacent to the OGOAs, access roads and easements, only for reasonable incidental, temporary, non-interfering and non-damaging activities, for which each Company with respect to its operations shall be strictly and solely responsible for any damages that occur.

b. *Well Locations.*

The Companies shall have the right to drill wells only within the OGOAs, including horizontal and directional wells that produce from and drain the Property and lands other than the Property, so long as such wells are pooled or spaced with all or any portion of the Property or are permitted locations under the then applicable well spacing regulations or well location rules of the Colorado Oil and Gas Conservation Commission (“COGCC”) or exceptions granted thereto by the Director of the COGCC. As part of the consideration for this Agreement, Surface Owners hereby waive their right to and covenant that they shall not protest or object to any such exception location or application by the Companies for locations that are consistent with this Agreement. The Companies shall locate all wells within the OGOAs, and such wells shall be

located at a distance of no greater than fifty (50) feet between them within an OGOA, unless otherwise agreed to by Surface Owners.

The Companies shall locate wells as close to the center of an OGOA as is practicable and convenient under the circumstances and in accordance with COGCC rules and regulations and taking into account the location of other wells and equipment within the OGOA and the rights of other oil and gas owners and oil and gas leasehold owners, among other things.

c. *Production Facilities.*

The Companies shall have the right to locate, build, repair and maintain tanks, separators, dehydrators, compressors and other equipment reasonably appropriate for the drilling and operation and production of new or existing wells only within the OGOAs or within or immediately adjacent to existing production facilities, and flowlines and portions of pipelines may also be located within the OGOAs.

With respect to equipment and facilities of the Companies other than flowlines or pipelines:

- (i) The Companies shall install and maintain, at their sole cost and expense, all fences around the new or existing wells in compliance with the rules and regulations of the COGCC and local rules and regulations in effect at the time a Company files an application for a permit to drill with the COGCC. The fence material may be upgraded at Surface Owners' option and expense, so long as the upgrade complies with COGCC and local rules and regulations, and the Companies consent to such upgraded fence. The Companies shall not unreasonably refuse Surface Owners' request to upgrade the fence material, which consent shall not be unreasonably conditioned, withheld or delayed. If Surface Owners' development plans require a zoning change(s) or annexation, Surface Owners shall pay the cost and expense for the upgraded fence material and installation of the fence required by the zoning change or annexation;
- (ii) The Companies shall install and maintain, at their sole cost and expense, all gates and locks reasonably necessary for the security of wells or facilities within the OGOAs. Such gates and locks shall be the standard gates and locks used by the Companies;
- (iii) The Companies shall paint production facilities for wells, including wellhead guards, with paint that is approved by the COGCC and the governing local jurisdiction; provided that, in the event of a conflict between the COGCC

regulation and the local regulation, the COGCC regulation shall control; and

- (iv) Surface Owners shall not inhibit the Companies' access to the OGOAs or inhibit their operations within the OGOAs by landscaping or other improvements, unless otherwise agreed upon between Surface Owners and the particular Company.

d. *Setback Requirements.*

Surface Owners will not locate any lot line, building, or structure or (except as is otherwise specifically provided in paragraphs 1.e. and 8) other improvement within the OGOAs. Surface Owners understand and acknowledge that the COGCC has rules and regulations that apply to the distance between a wellhead and public roads, production facilities, building units and surface property lines, among other things. In order to give full effect to the purposes of this Agreement, Surface Owners hereby waive their right to object to the location of any well or any of the facilities of a Company consistent with this Agreement on the basis of setback requirements in the rules and regulations of the COGCC, as those rules and regulations may be amended from time to time. Moreover, Surface Owners acknowledge the COGCC density classification of the Property and surrounding area at the time an application for a permit to drill is filed. For operations contemplated by and consistent with this Agreement, Surface Owners hereby waive the high density setback distances as may be required by COGCC rules and regulations.

Surface Owners further and similarly waive their rights to object to any other state or local setback requirements or other requirements or regulations that are or become inconsistent with this Agreement or that would prohibit or interfere with the rights of a Company, or its successors and assigns, to explore for and produce the oil and gas in accordance with this Agreement. The Companies or their successors and assigns may cite the waiver in this subparagraph 1.d. in order to obtain a location exception or variance under COGCC rules or from any other state or local governmental body having jurisdiction over the oil and gas operations. Surface Owners agree not to object to the use of the surface within the OGOAs, so long as such use is consistent with this Agreement, and Surface Owners will provide the Companies or their successors and assigns with any and all written support they may reasonably require to obtain permits from the COGCC or any local jurisdiction.

e. *Buffer Zone within the Noble OGOA.*

- (i) The OGOAs include a no-build buffer zone as depicted on Exhibit B around the outside of the interior of the OGOA as reflected on the exhibit ("Buffer Zone"). Surface Owners may install with the consent of Noble and any other affected Company (not to be unreasonably withheld), temporary storage, detention and drainage, underground utilities (consistent with the Noble Guidelines described in subparagraph 2.c.), and gravel sidewalks, soft surface trails and gravel parking areas within the Buffer Zone, as well as landscaping consisting of native grasses and shallow-root landscaping irrigated by sprinkler systems, all at the cost and expense of Surface Owners. Upon fifteen days advance notice from the Noble or

any other affected Company, Surface Owners shall restrict public access to the OGOAs, including the Buffer Zone, during oil and gas operations using heavy equipment. The Companies shall in no event be liable for damages to such temporary storage, detention and drainage, underground utilities, sidewalks, trails, parking areas, landscaping or sprinkler systems that occurs from oil and gas operations within the OGOAs, including the Buffer Zone, on the Property. The specific uses and improvements described in this subparagraph 1.e. are the only uses and improvements that Surface Owners may install in the Buffer Zone of the OGOAs. Other than the uses described herein for the Buffer Zone, the OGOAs shall be for the exclusive use of the Companies and their oil and gas operations.

- (ii) Company has the option, but no obligation and may proceed entirely at its sole discretion, to negotiate and agree with Surface Owner to allow for a single future subdivision property line through a specific OGOA, on a case by case basis, provided any such agreement is made in writing and executed by both parties.

2. GATHERING LINES, FLOWLINES AND EASEMENTS.

a. *Existing and Future Pipelines.*

Subject to the limitations hereinafter described, the Companies or other designated gas gatherer, as the case may be, have a continuing right and entitlement to own, operate, maintain, repair and replace all flowlines, gathering lines and other pipelines that may be necessary or convenient to operations on the Property. Pipelines shall be installed within the locations depicted on Exhibit B. Current surface development plans of Surface Owners for the Property may anticipate the relocation of certain existing gathering lines or flowlines (“Existing Pipelines”) to the designated easement corridors shown on Exhibit B as the “Petroleum Pipeline Easements.” It is further anticipated that any additional pipelines and gathering lines that may be required in the future (“Future Pipelines”) may also need to be placed within the Petroleum Pipeline Easements. If a certified survey has not been completed for the Existing Pipelines or Future Pipelines, then the locations of such pipelines shown on Exhibit B are only approximate locations. Existing Pipelines and Future Pipelines are referred to herein alone or together as a “Pipeline” or “Pipelines.”

b. *Relocated Pipelines.*

Surface Owners may request that the Companies (as the case may be and referred to as the “Gatherer”) relocate Pipelines owned by the Gatherer to the Petroleum Pipeline Easements at the Surface Owners’ sole cost and expense. At such time as Surface Owners desire to have any Pipeline relocated to a Petroleum Pipeline Easement, they shall give written notice to the Gatherer which shall promptly prepare, or commission the preparation of, a cost estimate to accomplish the relocation. As soon as available, the Gatherer will thereafter provide the cost estimate to Surface Owners who will then have the opportunity to review same and make a final determination about whether they wish to proceed with the relocation. If Surface Owners elect to have the Gatherer relocate a Pipeline, they shall tender the estimated costs of such to the Gatherer, together with their written request to commence the project as soon as reasonably practicable, or as otherwise requested by Surface Owners. If they have not already done so, Surface Owners shall also deliver to the Gatherer an executed and acknowledged Pipeline

Easement in the form that is attached hereto as Exhibit C in order to convey the Petroleum Pipeline Easement lands as shown on Exhibit B. Prior to execution and acknowledgement of the Pipeline Easement by Surface Owners, the Gatherer will complete a certified survey and submit a plat of the certified survey to the Surface Owners if the Pipelines have been constructed. If the Pipelines have not been constructed, Surface Owners will execute and deliver the Pipeline Easement, and the Gatherer will complete an "as-built" survey when construction is complete and submit the same to Surface Owners. The "as-built" survey will be attached to the Pipeline Easement, and the same may be recorded.

c. Petroleum Pipeline Easements.

The Petroleum Pipeline Easements shall be fifty feet (50') in width during construction, installation or relocation operations, and, after construction, installation or relocation, shall be thirty feet (30') in width for post-construction usage. All relocated and future Pipelines owned by a Gatherer shall be located within the Petroleum Pipeline Easements, unless otherwise agreed upon between Surface Owners and the Gatherer. The Companies acknowledge that the Petroleum Pipeline Easements will be non-exclusive and agree that they will not object to their concurrent use by other oil and gas operators or utilities as Surface Owners may grant from time to time, so long as such other parties comply with Noble's pipeline guidelines, attached hereto as Exhibit D. Notwithstanding the foregoing, Surface Owners shall not permit the installation, nor shall they install any other utility or structure within ten feet horizontally or two feet vertically of any Pipeline. The Petroleum Pipeline Easements and OGOAs shall be depicted and labeled on all subdivision plats submitted to Weld County.

Except for flowlines and portions of Pipelines within OGOAS, the Companies shall not have the right to lay additional pipelines on the Property outside the Petroleum Pipeline Easements. All flowlines and pipelines shall be installed within the OGOAS or Pipeline Easements and shall be buried to a depth of approximately 36 inches from the surface. Surface Owners shall maintain a minimum of 36 inches and not more than 72 inches of cover over all pipelines and flowlines during any of Surface Owners' operations on the Property. The construction and burying of additional flowlines and pipelines shall be at the sole cost and expense of the Gatherer or the gas purchaser, as the case may be.

d. Pipeline Crossings.

If Surface Owners' development plans anticipate that roadways will or may in the future cross over Pipelines, Surface Owners will pothole or request that the Company pothole the Pipelines to check the depth of such Pipelines. Prior to Surface Owners' installation of a new roadway, the Gatherer will lower, as required, the affected Pipelines to sufficient depth for the road elevations. Surface Owners agree to pay the Gatherer the reasonable cost of inspecting and lowering the Pipelines, as well as the reasonable cost of any sub-grade work required to achieve the road construction specifications.

3. ACCESS.

Surface Owners shall provide the Companies with continuous access to the OGOAs and the Petroleum Pipeline Easements at all times. The access roads to be used by the Companies will either be those roads that currently are in place or those that are anticipated to be constructed

by either the Companies or Surface Owners, as the case may be, at the cost and expense of the party that is first to develop its estate. All access roads, whether existing or newly constructed, shall be of sufficient scope to allow the Companies to conduct their oil and gas operations and shall be at least 30 feet in width and built to withstand a minimum of 104,000 pounds and 26,000 pounds per axle. The Companies agree to access the Property according to the routes depicted and described on the attached Exhibit B. If and when new access routes are constructed by Surface Owners as part of their surface development of the Property, Surface Owners agree to provide the Companies notice of such, but the Companies may continue to use their present access routes until that time and until receipt of notice from Surface Owners.

4. NOTICE OF FUTURE OPERATIONS.

The Companies shall provide notice to Surface Owners in accordance with COGCC rules and regulations and at least seven (7) days written notice prior to commencing actual operations in connection with reworking, fracturing, refracturing, deepening or recompletion operations on wells; provided, however, that the applicable Company shall provide at least thirty (30) days written notice to Surface Owners and/or any homeowner's association formed by Surface Owners that is associated with the Property, prior to commencing the drilling of wells. Regardless of the foregoing notice requirements, the Companies shall have immediate access to their wells and facilities in the event of an emergency.

After receipt of the above notice of drilling, but not less than five (5) working days prior to mobilization by the Company on the applicable OGOA, either the Company or Surface Owners may request an on-site meeting. The purpose of the meeting shall be to inform Surface Owners of the expected activity and to coordinate site access, hazards, barricades, restoration or any other issues that affect the use and safety of Surface Owners' development.

5. NOTICE TO HOMEOWNERS, BUILDERS, DEVELOPERS, TENANT FARMERS AND OTHER SURFACE LESSEES.

Surface Owners shall furnish all buyers, builders and developers which purchase all or a portion of the Property from Surface Owners and current and future tenant farmers and surface lessees under leases with Surface Owners with a copy of a plat or map showing the OGOAs and the Petroleum Pipeline Easements and access routes. In addition, Surface Owners shall provide the written notice attached hereto as Exhibit E ("Notice") to all such persons and entities and also to homeowner associations that are associated with the Property, and record a copy of the Notice in the Weld County Clerk and Recorder's Office within thirty (30) days from the date that Surface Owners execute this Agreement.

6. DRILLING AND COMPLETION OPERATIONS.

The Companies shall endeavor to diligently pursue drilling operations to minimize the total time period and to avoid rig relocations or startup during the course of drilling. Surface Owners waive any objections to continuous (i.e. 24-hour) drilling operations.

7. GOVERNMENTAL PROCEEDINGS.

a. Surface Owners Will Not Object. Provided that the request or application is in compliance with this Agreement, Surface Owners shall not oppose the Companies in any agency or governmental proceedings, including but not limited to the COGCC, the City of Fort Lupton or other governing body proceedings, related to the operations of the Company on the Property,

including but not limited to drilling, workovers, well deepenings, well fractures and recompletions. For purposes of seeking a COGCC hearing on the approval of an Application for Permit to Drill ("Form 2") for wells or an Oil and Gas Location Assessment ("Form 2A") submitted to the COGCC by a Company, Surface Owners hereby waive their right to allege non-compliance with COGCC rules or applicable statutes, or to allege potential adverse impacts to public health, safety, and welfare, including the environment and wildlife resources, that are within the jurisdiction of the COGCC as the basis for such a hearing, so long as the proposed operations are consistent with this Agreement. Surface Owners further agree that they will not request that conditions be incorporated into the Form 2A or Application for Permit to Drill Form 2. Surface Owners will provide the Company with such other written support, approvals or waivers which are reasonably required and consistent with this Agreement.

b. Companies Will Not Object. Provided that the request or application is in compliance with this Agreement, the Companies agree that they will not object in any forum to a request by Surface Owners to annex, zone, rezone, plat or replat all or any portion of the Property and will provide Surface Owners or their successors and assigns with such written support as they may reasonably require to obtain approvals from a local jurisdiction.

8. AGRICULTURAL USE OF OIL AND GAS OPERATIONS AREAS.

- a. With respect to the OGOAs, Surface Owners or their surface lessees may conduct agricultural operations within the OGOAs up until the time when the affected Company give notice to Surface Owner that it intends to commence drilling operations within the OGOA and thereafter only with the consent of the affected Company.

9. LIMITATION OF LIABILITY, RELEASE AND INDEMNITY.

- a. No party shall be liable for, or be required to pay for, special, punitive, exemplary, incidental, consequential or indirect damages to any other party for activities undertaken within the scope of this agreement.
- b. Except as to claims arising out of pollution or environmental damage (which claims are governed by paragraph 10 below) or out of other provisions of this Agreement (which claims shall be governed by the terms of this Agreement), each party shall be and remain responsible for its own liability for all losses, claims, damages, demands, suits, causes of action, fines, penalties, expenses and liabilities, including without limitation attorneys' fees and other costs associated therewith (all of the aforesaid herein referred to collectively as "Claims"), arising out of or connected with each such party's ownership or operations on the Property, no matter when asserted, subject to applicable statutes of limitations. Each party shall release, defend, indemnify and hold the other parties, their officers, directors, employees, successors and assigns, harmless against all such Claims. This provision does not, and shall not be construed to, create any rights in persons or entities not a party to this Agreement, nor does it create any separate rights in parties to this Agreement other than the right to be indemnified for Claims as provided herein.

- c. Upon the assignment or conveyance of a party's entire interest in the Property, that party shall be released from its indemnification in paragraph 9.b. above, for all actions or occurrences happening after the assignment or conveyance.

10. ENVIRONMENTAL INDEMNITY.

The provisions of paragraph 9 above, except for paragraph 9.a., shall not apply to any environmental matters, which shall be governed exclusively by the following, subject to the limitations of paragraph 9.a. above:

- a. "Environmental Claims" shall mean all Claims asserted by governmental bodies or other third parties for pollution or environmental damage of any kind, arising from operations on or ownership of the Property or ownership of the oil and gas leasehold interests, whichever is applicable, and all cleanup and remediation costs, fines and penalties associated therewith, including but not limited to any Claims arising from Environmental Laws or relating to asbestos or to naturally occurring radioactive material. Environmental Claims shall not include the costs of any remediation undertaken voluntarily by any party, unless such remediation is performed under the imminent threat of a Claim by a governmental body or other third party;
- b. "Environmental Laws" shall mean any laws, regulations, rules, ordinances, or order of any governmental authority(ies), which relate to or otherwise impose liability, obligation, or standards with respect to pollution or the protection of the environment, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 et. seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§ 6901 et. seq.), the Clean Water Act (33 U.S.C. §§ 466 et. seq.), the Safe Drinking Water Act (14 U.S.C. §§ 1401-1450), the Hazardous Material Transportation Act (49 U.S.C. §§ 1801 et. seq.), the Clean Air Act and the Toxic Substances Control Act (15 U.S.C. §§ 2601-2629); and
- c. Environmental Indemnification. The Companies shall protect, indemnify, and hold harmless Surface Owners, any applicable homeowner's association, and any lot owner who purchases a lot within the Property, from Environmental Claims relating to the Property that arise out of the ownership of the particular Company of the oil and gas leasehold or the oil and gas operations of the Company on the Property; provided that, in no event shall Noble, Foundation or Merit shall be liable for the acts or omissions of another Company. Surface Owner shall protect, defend, indemnify and hold harmless the Companies from Environmental Claims relating to the Property that arise out of Surface Owners' development or operations on the Property.

11. EXCLUSION FROM INDEMNITIES.

The indemnities of the parties herein shall not cover or include any amounts which the indemnified party is actually reimbursed by any third party. The indemnities in this Agreement shall not relieve any party from any obligations to third parties.

12. NOTICE OF CLAIM FOR INDEMNIFICATION.

If a Claim is asserted against a party for which the other party would be liable under the provisions of paragraphs 9 or 10 above, it is a condition precedent to the indemnifying party's obligations hereunder that the indemnified party give the indemnifying party written notice of such Claim setting forth all particulars of the Claim, as known by the indemnified party, including a copy of the Claim (if it is a written Claim). The indemnified party shall make a good faith effort to notify the indemnifying party within five days of receipt of a Claim and shall affect such notice in all events within such time as will allow the indemnifying party to defend against such Claim.

13. REPRESENTATIONS.

Each party represents that it has the full right and authority to enter into this Agreement. The Companies do not represent that they have rights to settle matters for any mineral owner or any other lessee for the Property, and this Agreement shall only apply to and bind the leasehold interest of the particular Company in the Property. This Agreement does not create a joint venture or partnership between or among the Companies.

14. SUCCESSORS.

The terms, covenants, and conditions hereof shall be binding upon and shall inure to the benefit of the parties and their respective heirs, devisees, executors, administrators, successors and assigns; provided, however, as to each Company, successors and assigns shall be deemed to be limited to lessees under the oil and gas leases which the Company owns.

15. TERM.

This Agreement shall become effective when it is fully executed and shall remain in full force and effect for each Company until the leasehold estate of the Company expires or is terminated, and the Company has plugged and abandoned all wells owned all or in part by the Company and complied with the requirements of all applicable oil and gas leases pertaining to removal of equipment, reclamation, cleanup and all other applicable provisions of the leases and existing laws and regulations.

16. NOTICES.

Any notice or other communication required or permitted under this Agreement shall be sufficient if deposited in U.S. Mail, postage prepaid, addressed to each of the following:

If to Companies:

Noble Energy, Inc.
1625 Broadway, Suite 2200
Denver, Colorado 80202

Foundation Energy Fund I, L.L.C.
14800 Landmark Blvd., Suite 220
Dallas, Texas, 75254,

Merit Energy Company
13727 Noel Road, Suite 500, Tower 2
Dallas, Texas, 75240

If to Surface Owners:

Lloyd Land
A.L.E. Partnership
36 S. 18th Avenue, Suite F
Brighton, Colorado 80601

Any party may, by written notice so delivered to the other parties, change the address or individual to whom delivery shall thereafter be made.

17. RECORDING AND SUBORDINATION.

This Agreement and any amendment hereto shall be recorded by Noble. Noble shall provide Surface Owners with a copy showing the recording information as soon as practicable thereafter.

Surface Owners agree to cooperate in any reasonable way with the Companies, their successors and assigns, to secure subordinations of any encumbrances placed of record upon the Property prior to the execution of this Agreement.

18. SURFACE DAMAGES.

Surface Owners hereby waive all surface damage payments pursuant to any COGCC or local regulation, state statute, common law or prior agreement, for each and every well that is drilled or has been drilled within an OGOA on the Property and for all drilling and production equipment, including without limitation, tank batteries, separators, flowlines and emissions control devices located on the Property within the OGOAs and also for access roads and pipelines constructed within the Petroleum Pipeline Easements. The Companies may provide a copy of this Agreement to the COGCC or any other regulatory agency or court of law as evidence of this waiver. The term "surface damage payments" as used in this paragraph 18 shall be given the meaning commonly used in the oil and gas industry as a one-time payment made at the time a well is to be drilled as compensation for the reasonable use of the surface and crop loss, among other things, but does not include damage to the Property caused by any negligent oil and gas operations of the Companies or their unreasonable use of the surface.

19. SURFACE AREA ACCOMODATION.

Surface Owners and Noble hereby agree that Noble may drill wells with bottom hole locations in W/2SW/4 of Section 29 from the expanded OGOA located at the existing Ale 29-21 located in the NE/4SW/4 as depicted on Exhibit B. Ale Partnership hereby relinquishes its right set forth in that certain Surface Use Agreement dated February 3, 2000 (described at Paragraphs

6 and 10 of Exhibit A thereto) by and between Ale Partnership and Patina Oil & Gas Corporation to request that Noble (as successor to Patina) relocate at its expense a flowline or other facilities

20. ARBITRATION.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be resolved by arbitration conducted in Denver, Colorado, and shall be administered by the American Arbitration Association under its commercial rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

21. APPLICABLE LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without reference to its conflict of laws provisions.

22. ENTIRE AGREEMENT/ AMENDMENTS TO AGREEMENT.

This Agreement sets forth the entire understanding among the parties hereto regarding the matters addressed herein, and supersedes any previous communications, representations or agreement, whether oral or written. This Agreement may be amended from time to time, but only by written document signed by all parties.

23. EXECUTION AND BINDING EFFECT.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute one and the same instrument, and it shall be binding upon and inure to the benefit of the parties and each of their respective heirs, executors, administrators, successors and assigns and is executed by the parties to be effective on the Effective Date set forth above. Should any one or more of the parties hereinabove named fail to execute this agreement, it shall nevertheless be binding upon all such parties who do execute it.

24. COMPLIANCE WITH REGULATIONS.

Surface Owners expressly acknowledge that this Agreement satisfies the obligations of the Companies under COGCC Rules 305 and 306, as amended, to consult in good faith with Surface Owners regarding the proposed oil and gas operations. Surface Owners further expressly acknowledge that this Agreement shall be deemed to be specifically applicable to and to fully satisfy the obligation of the Companies to accommodate Surface Owners' use of the surface of the Property, existing and future, and waive any statutory or common law claims with respect thereto, except for actions to enforce this Agreement or obtain damages for its breach.

25. INCORPORATION OF EXHIBITS.

Exhibits A through E are incorporated into this Agreement by this reference.

The parties have executed this Agreement on the dates set forth in the acknowledgments, but to be effective on the date first above written.

LLOYD LAND

Lloyd Land, an individual

A.L.E PARTNERSHIP

BY: _____
NAME: _____
TITLE: _____

NOBLE ENERGY, INC.

BY: _____
NAME: _____
ITS: _____

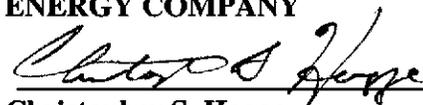
FOUNDATION ENERGY FUND I, L.L.C
A Texas limited liability company

BY: Foundation Energy Management, L.L.C.
A Texas limited liability company, its manager

BY: _____
NAME: Joel Sauer
ITS: Vice President

MERIT ENERGY COMPANY

EWG

BY: 
NAME: Christopher S. Hagge
ITS: Vice President

LLOYD LAND

Lloyd Land
Lloyd Land, an individual

A.L.E PARTNERSHIP

BY: Lloyd Land
NAME: Lloyd Land
TITLE: the partner ALE partnership

NOBLE ENERGY, INC.

BY: _____
NAME: _____
ITS: _____

FOUNDATION ENERGY FUND I, L.L.C
A Texas limited liability company

BY: **Foundation Energy Management, L.L.C.**
A Texas limited liability company, its manager

BY: _____
NAME: **Joel Sauer**
ITS: **Vice President**

MERIT ENERGY COMPANY

BY: _____
NAME: **Christopher S. Hagge**
ITS: **Vice President**

LLOYD LAND

Lloyd Land, an individual

A.L.E PARTNERSHIP

BY: _____
NAME: _____
TITLE: _____

NOBLE ENERGY, INC.

BY: _____
NAME: _____
ITS: _____

FOUNDATION ENERGY FUND I, L.L.C
A Texas limited liability company

BY: **Foundation Energy Management, L.L.C.**
A Texas limited liability company, its manager

BY:  _____
NAME: Joel Sauer
ITS: Vice President

MERIT ENERGY COMPANY

BY: _____
NAME: Christopher S. Hagge
ITS: Vice President

ACKNOWLEDGMENTS

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2011, by LLOYD LAND, an individual.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2011, by _____ as _____ for A.L.E. PARTNERSHIP.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____, as Agent and Attorney-in-Fact of NOBLE ENERGY, INC. on behalf of such corporations.

Witness my hand and official seal.

Notary Public

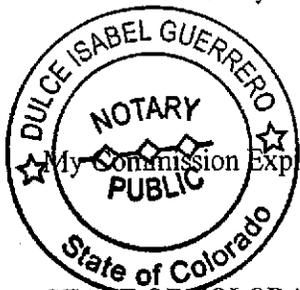
My Commission Expires: _____

ACKNOWLEDGMENTS

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 30th day of JUNE 2011, by LLOYD LAND, an individual.

Witness my hand and official seal.



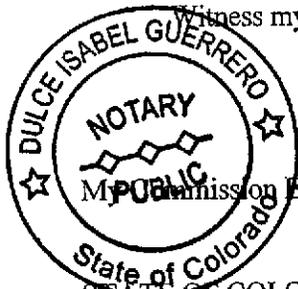
Dulce Isabel Guerrero
Notary Public

My Commission Expires: 4/21/2014

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 30th day of June 2011, by Lloyd Land as General Partner for A.L.E. PARTNERSHIP.

Witness my hand and official seal.



Dulce Isabel Guerrero
Notary Public

My Commission Expires: 4/21/2014

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____, as Agent and Attorney-in-Fact of NOBLE ENERGY, INC. on behalf of such corporations.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

STATE OF COLORADO)
)ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____, as _____ of FOUNDATION ENERGY FUND I, L.L.C

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

STATE OF ~~COLORADO~~ TEXAS)
)ss.
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this 8th day of August, 2011, by Christopher S. Hagge, as Vice President of MERIT ENERGY COMPANY

Witness my hand and official seal.

Stephanie Lott
Notary Public

My Commission Expires: _____

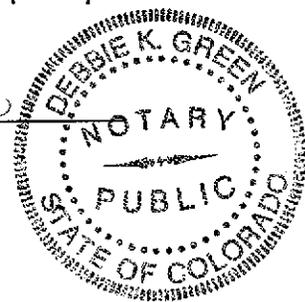


STATE OF COLORADO)
)ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 13 day of JUNE, 2011, by JOEL P. SAUER, as VP, FOUNDATION ENERGY of FOUNDATION ENERGY FUND I, L.L.C MANAGEMENT, LLC, MANAGER

Witness my hand and official seal.

Debbie K. Green
Notary Public



My Commission Expires: 02-03-2014

STATE OF COLORADO)
)ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____, as _____ of MERIT ENERGY COMPANY

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

Exhibit A

Attached hereto as incorporated into that certain Surface Use Agreement among Noble Energy Inc., Foundation Energy Fund I, L.L.C., Merit Energy Company, Lloyd Land, an individual, A.L.E. Partnership, (for the limited purposes stated in the Agreement) effective on June 9th, 2011

Legal Description

All that portion of the west half of the northwest quarter of section 29 lying east of the union pacific railroad company right-of-way and the east half of the northwest quarter of section 29, township 2 north, range 66 west of the 6th p.m., except a parcel of land conveyed to the weld county reorganized school district re-8 in deeds recorded may 6, 1980 in book 902 at reception no.'s 1824238, 1824239, 1824240 and 1824241;

Lot b of recorded exemption no. 1309-29-4-re-3870, map recorded january 17, 2005 at reception no. 3254271, being a part of the east half of the southeast quarter of section 29, township 2 north, range 66 west of the 6th p.m., county of weld, state of colorado;

The west half of the southeast quarter of section 29, township 2 north, range 66 west of the 6th p.m., county of weld, state of colorado;

And

Lot a of recorded exemption no. 1309-29-3 re1123, map recorded january 9, 1989 at reception no. 2167498, being a part of the east 1/2 of the southwest 1/4 of section 29, township 2 north, range 66 west of the 6th p.m., county of weld, state of colorado.

Exhibit B

Attached hereto as incorporated into that certain Surface Use Agreement among Noble Energy Inc., Foundation Energy Fund I, L.L.C., Merit Energy Company, Lloyd Land, an individual, A.L.E. Partnership (for the limited purposes stated in the Agreement) effective on June 9th, 2011

See attached plat consisting of one page.

NORTH LAND (North of WCR 16) **OGOA'S**

EXHIBIT "B"

6-07-11

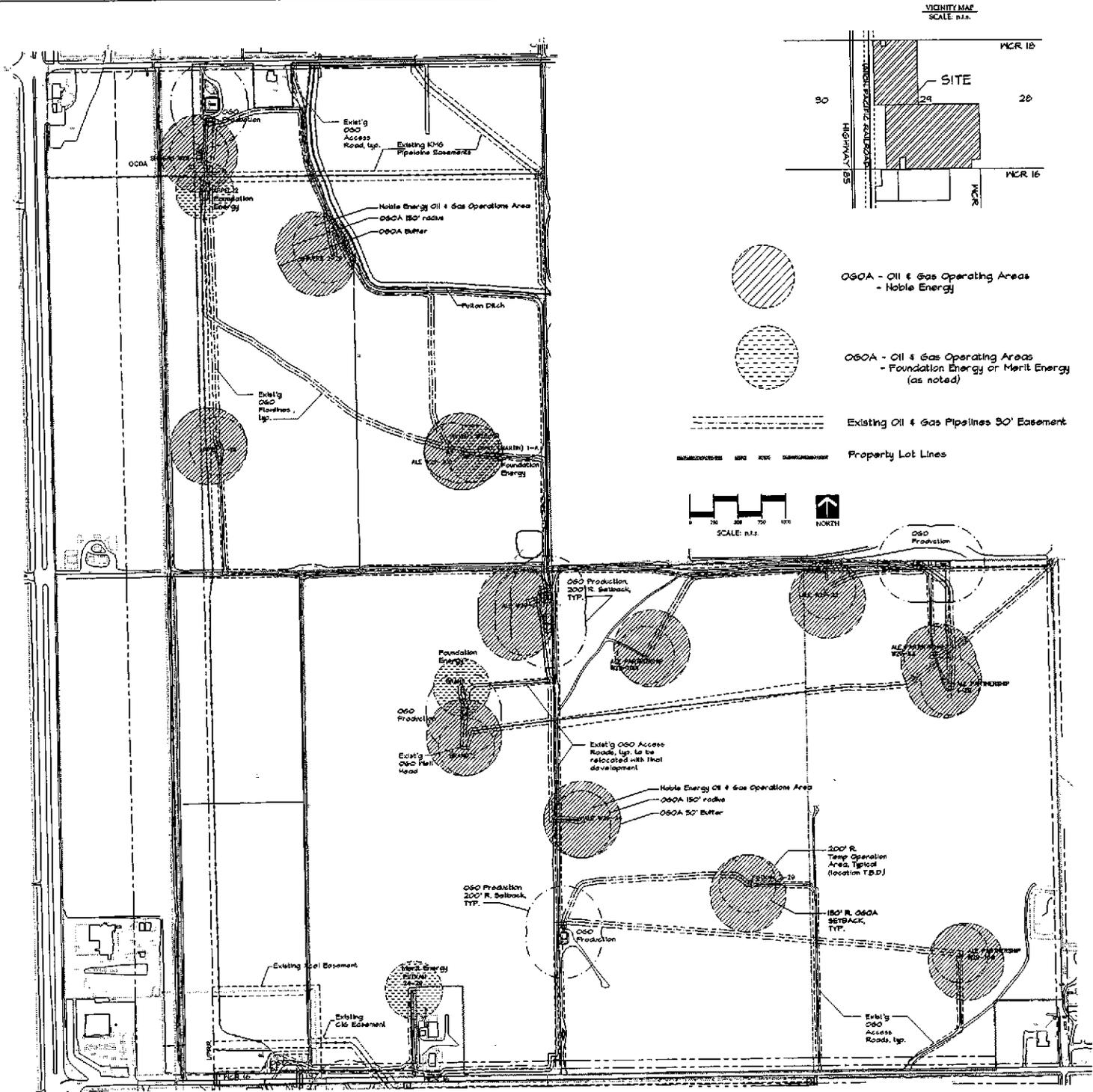


Exhibit C

Attached hereto as incorporated into that certain Surface Use Agreement among Noble Energy Inc., Foundation Energy Fund I, L.L.C., Merit Energy Company, Lloyd Land, an individual, A.L.E. Partnership, (for the limited purposes stated in the Agreement) effective on June 9th, 2011.

PIPELINE EASEMENT

THIS PIPELINE EASEMENT ("Easement") is made this _____ day of _____, 20__, from _____ with an address of _____ (together "Grantors"), to _____, with an address of _____ ("Grantee"). The parties agree as follows:

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby grant, convey and warrant unto Grantee, its successors and assigns, a perpetual right-of-way(s) and easement(s) to survey, construct, maintain, inspect, operate, repair, replace, modify, change the size of, reconstruct, mark, monitor, abandon or remove, at Grantee's election, pipelines and all appurtenances, below and/or above ground, including but not limited to, launchers and receivers, convenient for the transportation or transmission of oil, gas, petroleum products, water, hydrocarbons and any other substances, whether fluid, solid or gaseous, and any products, derivatives, combinations or mixtures of any of the foregoing, in, on, over, under, or through the lands situated in Weld County, State of Colorado, being described as _____, hereinafter referred to as the "Easement Lands," and for which Grantee shall provide Grantors with an as-built survey after a pipeline is installed.

The width of the Easement Lands during construction shall be fifty feet (50') and subsequent to construction shall be thirty feet (30').

Grantee shall lay all pipe at a depth of not less than 36 inches. Grantee shall repair and/or restore damage caused by Grantee or its agents, contractors or subcontractors to the Easement Lands and lands adjacent to the Easement Lands, including, without limitation, the repair or restoration of any fence removed or severed by Grantee in the course of the operations provided for in this Easement. If necessary to prevent the escape of Grantors' livestock, Grantee shall construct temporary gates or fences.

Grantee shall have all rights, privileges and benefits necessary or convenient for the full use and enjoyment of this Easement. Grantors agree not to build, create, construct or permit to be built, created or constructed, any obstruction, building, fence, landscaping, reservoir, engineering works or other structures or improvements over, under, on or across the Easement Lands without prior written consent of Grantee; provided, however, Grantors may install shallow root landscaping over the Easement Lands and also soft surface trails and gravel roads that cross the Easement Lands at approximately a 90 degree angle; provided, however, Grantee shall in no event be liable for damage to such landscaping, trails or roads caused by oil and gas operations,

and Grantors agree, upon the request of Grantee, to shut down such trails and roads during oil and gas operations using heavy equipment.

Grantee shall be obligated to pay for, reimburse, repair, replace or otherwise compensate and hold Grantors harmless from any damages resulting from Grantee's activities and operations or that of its agents, contractors or subcontractors on the Easement Lands, and Grantors shall pay for, reimburse, indemnify and hold Grantee harmless from any and all claims or damages resulting from Grantors' activities or that of their agents, contractors or subcontractors on the Easement Lands. Grantors shall have the right to use and enjoy the Easement Lands, subject to the rights herein granted.

This Easement cannot be modified, except in writing signed by all parties hereto.

The rights granted herein may be assigned in whole or in part, and the terms, conditions, and provisions of this Easement are a covenant running with the land and shall extend to and be binding upon the successors and assigns of Grantors and Grantee.

Grantee agrees to level and restore any lands that may have excessive settling and sufficiently compact the soil within a reasonable period of time after completion of construction.

This Easement may be executed in counterparts each of which shall be considered one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Easement as of the date first above written.

Grantors:
By: _____

Grantee:
By: _____

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____

Witness my hand and official Seal.

My Commission Expires: _____

Notary Public

Exhibit D

Attached hereto as incorporated into that certain Surface Use Agreement among Noble Energy Inc., Foundation Energy Fund I, L.L.C., Merit Energy Company, Lloyd Land, an individual, A.L.E. Partnership, (for the limited purposes stated in the Agreement) effective on June 9th, 2011.

See attached Guidelines consisting of nine (9) pages.

General Guidelines for Design and Construction Activities On or Near Noble Energy, Inc. Pipelines and Related Facilities

This list of design, construction and contractor requirements, including but not limited to the following, is for the design and installation of foreign utilities or improvements on Noble Energy, Inc. (NEI) right-of-way (ROW). These are not intended to, nor do they waive or modify any rights NEI may have under existing easements or ROW agreements. For information regarding NEI's rights and requirements as they pertain to the existing easements, please reference existing easements and amendments documents. This list of requirements is applicable for NEI facilities on easements and in road rights of ways only. Encroachments on fee property should be referred to the Land & ROW Department. Any reference to NEI in the below requirements is meant to include and apply to any NEI entity.

Design

- ♦ NEI shall be provided sufficient prior notice of planned activities involving excavation, blasting, or any type of construction on NEI's ROW or near its facilities. This is to determine and resolve any location, grade or encroachment problems and allow for the protection of NEI's facilities and the general public. This prior notification is to be made **before** the actual work is to take place.
- ♦ The encroaching entity shall provide NEI with a set of drawings for review and a set of final construction drawings showing all aspects of the proposed facilities in the vicinity of NEI's ROW. The encroaching entity shall also provide a set of "as-built drawings" and submit to NEI, showing the facilities in the vicinity of NEI's ROW upon completion of the work.
- ♦ Only facilities shown on drawings reviewed by NEI will be approved for installation on NEI's ROW. All drawing revisions that affect facilities proposed to be placed on NEI's ROW must be approved by NEI in writing.
- ♦ NEI shall approve the design of all permanent road crossings.
- ♦ Any repair to surface facilities following future pipeline maintenance or repair work by NEI on it's "prior rights" ROW will be at the expense of the developer or landowner. In addition, any repair to surface facilities following future pipeline maintenance or repair work by NEI on replacement ROW granted to relocate NEI facilities will also be done at the expense of the developer or landowner unless expressly addressed in surface use agreements and approved in writing by NEI.
- ♦ The depth of cover over the NEI pipelines shall not be increased or reduced nor surface modified for drainage without NEI's written approval.
- ♦ Construction of any permanent structure within NEI pipeline easement is **not** permitted without written approval by NEI.
- ♦ Planting of shrubs and trees is not permitted on NEI pipeline easement without written approval by NEI.
- ♦ Irrigation equipment i.e. backflow prevent devices, meters, valves, valve boxes, etc. shall not be located on NEI easement without written approval by NEI.
- ♦ Foreign utility installations, IE, distribution gas, oil and gas gathering, water, electric, telephone, cable and sewer lines, etc., may cross perpendicular to NEI's pipeline within the ROW, provided that a minimum of

General Guidelines for Design and Construction Activities On or Near Noble Energy, Inc. Pipelines and Related Facilities

twenty four inches (24") of vertical clearance is maintained between NEI pipeline(s) and the foreign utility. Any installation by a foreign utility with less than 24" of vertical separation is not allowed without written approval by NEI. In no case will vertical separation be less than 18" whether written or not. Constant line elevations must be maintained across NEI's entire ROW width, gravity drain lines are the only exception and must be approved in writing. Foreign line crossings below the NEI pipeline must be evaluated by NEI to ensure that a significant length of the NEI line is not exposed and unsupported during construction. Foreign line crossings above the NEI pipeline with less than 24" of clearance must be evaluated by NEI to ensure that additional support is not necessary to prevent settling on top of the NEI natural gas pipeline. A NEI representative must be on site during any crossing activities to verify clearance depths and to assure the integrity and support of the NEI facility. All installations of foreign crossings done by boring and or jacking require the NEI facility to be exposed to verify clearances.

- ♦ Foreign utilities shall not run parallel to NEI pipelines within the NEI easement without written permission by NEI. A minimum of 10.0 feet of horizontal separation must be maintained in parallel installations whether the foreign utility is placed within the NEI easement or adjacent to the NEI easement. Any deviation from the 10.0' horizontal requirement must be approved in writing by NEI and an "as built survey" provided to NEI after installation.
- ♦ The foreign utility should be advised that NEI maintains cathodic protection on its pipelines and facilities. The foreign utility must coordinate their cathodic protection system with NEI's. At the request of NEI, foreign utilities shall install (or allow to be installed) cathodic protection test leads at all crossings for the purposes of monitoring cathodic protection interference. The NEI CP technician and the foreign utility CP technician shall perform post construction CP interference testing. Interference issues shall be resolved by mutual agreement between foreign utility and NEI. All costs associated with the correction of cathodic protection interference issues on NEI pipelines as a result of the foreign utility crossing shall be borne by the foreign utility for a period of one year from date the foreign utility is put in service.
- ♦ The developer shall understand that NEI whether specifically required per federal law, or by company standard, will mark the routing of it's underground facilities with aboveground pipeline markers and test leads and maintain those markers and test leads. Markers will be installed at every point the pipeline route changes direction and adequate markers will be installed on straight sections of pipeline to insure, in the sole opinion of NEI, the safety of the public, contractor, NEI personnel and NEI facilities.
- ♦ On all foreign utility crossings and / or encroachments, metallic foreign lines shall be coated with a suitable pipe coating for a distance of at least 10 feet on either side of the crossing.
- ♦ AC Electrical lines must be installed in conduit and properly insulated.
- ♦ On all foreign pipelines, DOT approved pipeline markers shall be installed so as to indicate the route of the foreign pipeline across the NEI ROW.
- ♦ No power poles, light standards, etc. shall be installed in the NEI easement without written approval by NEI.
- ♦ NEI installs above ground appurtenances at various locations that are used in the operation of its facilities. NEI will install protective enclosures at the above ground appurtenances to protect them from outside

General Guidelines for Design and Construction Activities On or Near Noble Energy, Inc. Pipelines and Related Facilities

damage. The design and placement of these above ground appurtenances and protective enclosures is done at NEI's sole discretion, and may exceed any regulatory requirements.

Construction

- ♦ If NEI will be relocating NEI facilities for any entity, grading in the new NEI ROW shall be +/- 6 inches before NEI will mobilize to complete the relocation. Final cover after the completion of the project will not be less than 48" nor more than 72". All cover that exceeds 72" or less than 48" will be approved in writing by NEI. Cover during all construction activities will NEVER be less than 36" unless approved in writing and a NEI representative is on site during the time cover is reduced.
- ♦ The entity requesting relocation shall survey top of pipe after installation but before backfill to determine proper final elevation of NEI facilities. The entity requesting relocation is solely responsible for the final depth of cover over the relocated NEI facility. Any deviation from cover requirements as outlined above will be corrected at the sole expense of the entity requesting relocation.
- ♦ Contractors shall be advised of NEI's requirements and be contractually obligated to comply.
- ♦ The continued integrity of NEI's pipelines and the safety of all individuals in the area of proposed work near NEI's facilities are of the utmost importance. Therefore, contractor must meet with NEI representatives prior to construction to provide and receive notification listings for appropriate area operations and emergency personnel. **NEI's on-site representative will require discontinuation of any work that, in his or her opinion, endangers the operations or safety of personnel, pipelines or facilities.**
- ♦ **The Contractor must expose all NEI pipelines prior to crossing to determine the exact alignment and depth of the lines. A NEI representative must be present.**
- ♦ The use of probing rods for pipeline locating shall be performed by NEI representatives only, to prevent unnecessary damage to the pipeline coating. A NEI representative shall do all line locating.
- ♦ Notification shall be given to NEI at least 72 hours before start of construction. A schedule of activities for the duration of the project must be made available at that time to facilitate the scheduling of NEI's work site representative. Any Contractor schedule changes shall be provided to NEI immediately.
- ♦ Heavy equipment will not be allowed to operate directly over NEI pipelines or in NEI ROW unless written approval is obtained from NEI. Heavy equipment shall only be allowed to cross NEI pipelines at locations designated by NEI. Haul roads will be constructed at all crossings. The haul roads will be constructed using lightweight equipment. The existing depth of cover over the pipeline must be verified. Cover will be added such that a total of 8' of fill exists over the pipeline and extends a minimum of 10' on each side of the pipeline. Depth of cover will then taper as required for equipment access. Steel plates may be used for load dissipation only if approved in writing by NEI.

General Guidelines for Design and Construction Activities On or Near Noble Energy, Inc. Pipelines and Related Facilities

- ♦ Contractor shall comply with all precautionary measures required by NEI, at its sole discretion to protect its pipelines. When inclement weather exists, provisions must be made to compensate for soil displacement due to subsidence of tires.
- ♦ Excavating or grading which might result in erosion or which could render the NEI ROW inaccessible shall not be permitted unless the contractor agrees to restore the area to its original condition and provide protection to NEI's facility. At no time will cover be reduced to less than 36" without written approval by NEI and a NEI representative on site.
- ♦ A NEI representative shall be on-site to monitor any construction activities within twenty-five (25) feet of a NEI pipeline or aboveground appurtenance. The contractor **shall not** work within this distance without a NEI representative being on site. Contractor shall use extreme caution and take any appropriate measures to protect NEI facilities.
- ♦ Ripping is only allowed when the position of the pipe is known and not within ten (10) feet of NEI facility. NEI personnel must be present.
- ♦ Temporary support of any exposed NEI pipeline by Contractor may be necessary if required by NEI's on-site representative. Backfill below the exposed lines and 12" above the lines shall be replaced with sand or other selected material as approved by NEI's on-site representative and thoroughly compacted in 12" lifts to 95% of standard proctor dry density minimum or as approved by NEI's on-site representative. This is to adequately protect against stresses that may be caused by the settling of the pipeline.
- ♦ No blasting shall be allowed within 1,000 feet of NEI's facilities unless blasting notification is given to NEI including complete Blasting Plan Data. A pre-blast meeting shall be conducted by the organization responsible for blasting.

NEI shall be indemnified and held harmless from any loss, cost of liability for personal injuries received, death caused or property damage suffered or sustained by any person resulting from any blasting operations undertaken within 500 feet of its facilities. The organization responsible for blasting shall be liable for any and all damages caused to NEI's facilities as a result of their activities whether or not NEI representatives are present. NEI shall have a signed and executed Blasting Indemnification Agreement before authorized permission to blast can be given.

No blasting shall be allowed within 200 feet of NEI's facilities unless blasting notification is given to NEI a minimum of one week before blasting. The organization responsible for blasting must complete Blasting Plan Data. NEI shall review and analyze the blasting methods. A written blasting plan shall be provided by the organization responsible for blasting and agreed to in writing by NEI. A written emergency plan shall be provided by the organization responsible for blasting.

NEI shall have a signed and executed Blasting Indemnification Agreement before authorized permission to blast can be given. A pre-blast meeting shall be conducted by the organization responsible for blasting.

- ♦ **Any** contact with any NEI facility, pipeline, valve set, etc. shall be reported immediately to NEI. If repairs to the pipe are necessary, they will be made and inspected before the section is re-coated and the line is back-filled.

General Guidelines for Design and Construction Activities On or Near Noble Energy, Inc. Pipelines and Related Facilities

- NEI personnel shall install all test leads on NEI facilities.

Local Noble Energy, Inc. Representation:

District Production Manager

Mike Dickenson

Phone: (970) 785-5000

Pipeline Foreman 1:

Larry Leis

Phone: (970) 785-0352

Gathering Line Foreman 1:

Donny Frost

Phone: (970) 785-5018

Emergency Contacts:

Emergency Organization Contact List

The following is a list of NEI personnel and emergency organizations that may be contacted in the event an emergency occurs at the wellhead or the tank battery.

1. NEI

The District Production Manager or his representative in charge is responsible for an emergency at the well location at all times:

Mike Dickenson - Office Number 24 hours (970) 785-5000

All facility emergencies are reported immediately to the appropriate person by the NEI dispatcher or answering service both of which can be reached 24 hours at (970) 785-5095.

2. Private Organizations

3. City and County Agencies

Emergency

Union Colony Fire/Rescue Authority
Station 7- 911 or (970) 350-9500
Greeley Police Department
911 or (970) 350-9600

Fires or spills that cannot be contained
by employees.
Fires and spills not contained within the
facility.

All Emergencies Call 911

General Guidelines for Design and Construction Activities On or Near Noble Energy, Inc. Pipelines and Related Facilities

Weld County Sheriff Department Contact as emergencies dictates.
To Report Emergencies Call 911

4. State Agencies

Colorado Oil and Gas Conservation Commission
(303) 894-2100

Colorado Dept. of Public Health and Environment Discharges to surface water only.
(303) 692-2000

5. Federal Agencies

Environmental Protection Agency
Region VIII
(303) 293-1788
(800) 227-8914 (24 hour number)

Emergency Response Contractors

Vacuum Truck Service

Leed Tool Corporation (303) 659-6801

Backhoe Service

Noble Energy, Inc. (Platteville) (970) 785-5000

Spill Cleanup Services

Noble Energy, Inc. (Platteville) (970) 785-5000

D. EMERGENCY RESPONSE PROCEDURES

The District Production Manager has responsibility for implementing the Emergency Response Plan. The implementation of the plan will depend on the type of emergency.

General Guidelines for Design and Construction Activities On or Near Noble Energy, Inc. Pipelines and Related Facilities

Emergency Organization Contact List

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by employees.
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**General Guidelines for Design and Construction Activities On or Near
Noble Energy, Inc.
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Spill Cleanup Services

Noble Energy, Inc. (Platteville) (970) 785-5000

D. EMERGENCY RESPONSE PROCEDURES

The District Production Manager has responsibility for implementing the Emergency Response Plan. The implementation of the plan will depend on the type of emergency.

The Emergency Response Plan for a wellhead or tank battery emergency shall be as follows:

1. Immediately after a facility emergency has been reported to the District Production Manager, he will investigate the location to determine the extent of the emergency and potential hazard to the public.
2. If necessary, rescue injured and render first aid.
3. Evacuate the area of all non-company personnel.
4. Follow NEI Spill/Emergency Reporting Guidelines.
5. Close all load and fill lines on storage tanks.
6. Place all electrical breakers in the off position.
7. Obtain whatever assistance is needed from local Police, Sheriff Department and/or Fire Department.
8. The District Production Manager will notify the local NEI office personnel of any emergency which might result in news media coverage.
9. Required notifications and reports to State and Federal agencies shall be handled as applicable by the NEI Denver personnel.

E. CONTINGENCY PROCEDURES/(SPCC) PLANS:

**General Guidelines for Design and Construction Activities On or Near
Noble Energy, Inc.
Pipelines and Related Facilities**

A Spill Prevention Control and Countermeasure (SPCC) Plan is maintained at the Denver and Platteville offices. This plan should be referred to if a major product spill occurs.

F. RELEASE OF INFORMATION:

Release of information is the responsibility of the Denver Office:

Dan Kelly

(303) 228-4000

Exhibit E

Attached hereto as incorporated into that certain Surface Use Agreement among Noble Energy Inc., Foundation Energy Fund I, L.L.C., Merit Energy Company, Lloyd Land, an individual, A.L.E. Partnership, (for the limited purposes stated in the Agreement) effective on June 9th, 2011.

NOTICE TO THE PURCHASERS OF THE SURFACE OF THE RIGHTS OF THE COMPANIES TO USE SURFACE

The surface estate of the property that you are purchasing is subject to the rights of the lessees of the oil and gas estate for the Property and to the Surface Use Agreement effective _____ 2011, among Noble Energy Inc., Foundation Energy Fund I, L.L.C., Merit Energy Company, Lloyd Land, an individual, A.L.E. Partnership, , recorded on _____, 2011, in Book _____ at Reception No. _____ in the Office of the Clerk and Recorder of Weld County ("Agreement").

A copy of the Agreement is attached to this Notice as Attachment A. The terms used in this Notice shall have the same meaning as the term is used in the Agreement.

Please note that with respect to the Property you are purchasing, the following applies:

- i) you are not purchasing and will not own any rights in the oil, gas and mineral leasehold estate in and to the Property;
- ii) there may be ongoing oil and gas operations and production in the OGOAs on the surface of the Property and within the Petroleum Pipeline Easements and access roads;
- iii) there are likely to be additional wells drilled within the OGOAs and additional oil and gas operations and production within the OGOAs and the Petroleum Pipeline Easements that affect the surface of the Property;
- iv) heavy equipment may be used by the Companies from time to time for oil and gas drilling and production operations, and such operations may be conducted on a 24 hour basis;
- v) future purchasers of all or a portion of the Property, as successors in interest to Surface Owners, will be acquiring a proportionate interest in Surface Owners' rights under the Agreement and assuming those obligations undertaken by Surface Owners pursuant to the Agreement; and
- vi) homeowner associations and buyers of individual lots or homes, as successors in interest to Surface Owners, will be subject to the waivers and grants contained in paragraphs 1, 2, 7, 18 and 21, and the covenants contained in paragraph 1 prohibiting the location of any building or structure within the OGOAs or the Petroleum Pipeline Easements, among other provisions, and waiving objections to setback rules of the COGCC and local jurisdictions.