

MEMORANDUM OF SURFACE USE AGREEMENT

STATE OF COLORADO)
) ss.
 COUNTY OF WELD)

This Memorandum of Surface Use Agreement ("Memorandum") is made this 19th day of October, 2018, by Gutteresen Ranches, LLC and Gutteresen and Company LLC (collectively, "Surface Owner"), P.O. Box 33709, Greeley, Colorado 80633 and Noble Energy, Inc. ("Noble"), 1625 Broadway, Suite 2200, Denver, CO 80202.

Surface Owner and Noble entered into a Surface Use Agreement dated October 19, 2018 (the "Surface Use Agreement") providing for the use of all or portions of the surface of the land described below by Noble in connection with certain oil and gas operations and the compensation to Surface Owner (as provided in the Surface Use Agreement) for use of the surface of the land associated with the drilling, testing, completion, recompletion, reworking, reentry, pumping, operation and maintenance of the wellsites to be located in Weld County, Colorado on the following described lands:

Township 3 North Range 64 West 6th PM
 Section: 1, 2, 3, 4, 9, 10, 11, 12

Township 3 North Range 63 West 6th PM
 Section: 5, 6, 7, 8, 17, 18

Township 4 North Range 63 West 6th PM
 Section: 8, 9, 16, 17, 20, 29, 32

Township 4 North Range 64 West 6th PM
 Section: 33, 34

This Memorandum is executed by Surface Owner and Noble for the purpose of placing all persons on notice of the Surface Use Agreement, including the below referenced waiver language contained in the Surface Use Agreement. This Memorandum will be provided to necessary agencies for permitting purposes. The Surface Owner expressly grants consent to Noble to locate any number of well pads, production facilities and wells. Nothing contained in this Memorandum shall be deemed to amend or alter any terms of the Surface Use Agreement.

Gutteresen shall fully support Noble's efforts to permit such wells, including granting consent to locate any well greater than fifty feet (50') from wells that exist as of the date hereof pursuant to COGCC Rule 318A.(c) and granting consent to locate any well outside of the GWA windows as defined in COGCC Rule 318A.(a). Gutteresen shall grant any necessary property line waivers required under COGCC Rule 603 as well as any other waivers under any applicable new or modified regulations of COGCC or other Governmental Authority with jurisdiction over Noble Operations. Noble may provide a copy of a memorandum of this Agreement to the COGCC as evidence of this waiver.

Gutteresen Ranches, LLC
 By: [Signature]
 Name: MIKE GUTTERESEN
 Title: MANAGER

Noble Energy, Inc.
 By: [Signature]
 Name: T. Hodge Walker
 Title: _____

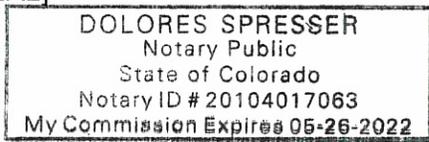
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Gutteresen and Company LLC
 By: [Signature]
 Name: MIKE GUTTERESEN
 Title: MANAGER

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 24th day of October 2018, by T. Hodge Walker Attorney-In-Fact for Noble Energy, Inc., a Delaware corporation, on behalf of said corporation.

[SEAL]



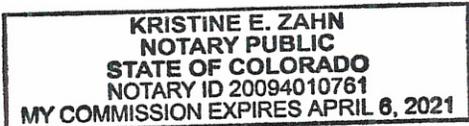
Dolores Spresser
Notary Public

My commission expires: May 26, 2022

STATE OF COLORADO)
AND) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 19th day of OCTOBER 2018, by MIKE GUTTERSEN, as MANAGER of Gutteresen Ranches, LLC.

[SEAL]



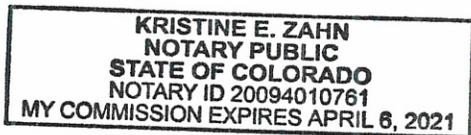
Kristine E. Zahn
Notary Public

My commission expires: 4/6/2021

STATE OF COLORADO)
AND) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 19th day of OCTOBER 2018, by MIKE GUTTERSEN, as MANAGER of Gutteresen and Company LLC.

[SEAL]



Kristine E. Zahn
Notary Public

My commission expires: 4/6/2021