

7. In conducting operations on the Lands, EnCana shall:

A. Limit the size of the wellsite to approximately 400 feet by 400 feet during any drilling, completion, recompletion or workover operations, and the wellsite shall be no more than ¼ acre in size during other periods. The area required for the tank battery location associated with the Wells shall be limited to approximately one-half acre in size upon completion of construction. The access road shall be limited to approximately 30 feet in width during drilling, completion, recompletion and workover operations. The permanent access roads to the wellhead and tank battery location shall be limited to 15 feet in width.

B. Separate the top soil at the time of excavation of pits so that the top soil and subsurface soil may be placed back in proper order as nearly as possible.

C. Reclaim the wellsite as nearly as practicable to its original condition and, if the location is in pasture, reseed the location with native grasses. Weather permitting, reclamation operations shall be completed within three months following drilling and subsequent related operations, unless EnCana and Owner mutually agree to postponement because of crop or other considerations.

D. Use its best efforts to keep the Well and battery sites free of weeds and debris.

8. Owner waives the minimum thirty day written notice requirement described in the Notice Letter provided by EnCana to Owner.

9. EnCana shall indemnify and hold harmless Owners from and against any and all claims of any nature asserted by third parties against Owners which result from EnCana's operations on the Lands, or any act or omission of EnCana in connection herewith unless such claims result from acts or omissions of Owners.

10. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties, and may be executed in counterparts.

IN WITNESS WHEREOF, the parties have set their hands on the day and year first written above.

ENCANA OIL & GAS (USA) INC.

JBS FIVE RIVERS CATTLE FEEDING, LLC

By: 

Ricardo D. Gallegos
Attorney-in-Fact

By: 

Maggie Glick
CFO

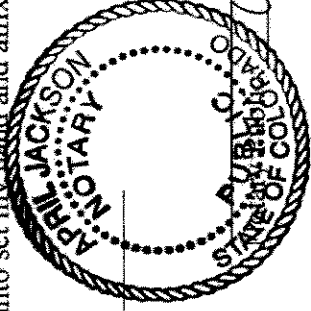
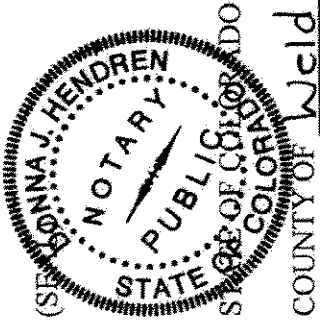
ACKNOWLEDGMENTS

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

On this 12th day of August, 2009, before me personally appeared Ricardo D. Gallegos who executed the within and foregoing instrument as Attorney-in-Fact of EnCana Oil & Gas (USA) Inc. on behalf of the corporation, and acknowledged the instrument to be the free and voluntary act and deed of the corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My Commission Expires: 3/25/13



My Commission Expires 03/25/2013

April Jackson

On this 20 day of July, 2009, before me personally appeared Maggie Glick who executed the within and foregoing instrument as CFO of JBS Five Rivers Cattle Feeding LLC., on behalf of the corporation, and acknowledged the instrument to be the free and voluntary act and deed of the corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My Commission Expires: 6-26-2012

(SEAL)

Notary Public: Donna J. Hendren