

**COPY**

SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT ("Agreement"), dated effective this 9 day of July, 2013, is made by and between the undersigned, JBS Five Rivers Cattle Feeding, LLC, a Delaware corporation with offices located at 1770 Promontory Circle, Greeley, Colorado 80634, herein called "Owner", and Noble Energy, Inc., 1625 Broadway, Suite 2200, Denver, Colorado 80202, herein called "Noble";

WHEREAS, Owner represents that they are the surface owners and in possession of an interest in part or all of the surface estate for the following described lands in Weld County, Colorado, said land herein called "Lands", to wit;

Township 4 North, Range 66 West, 6th P.M.  
Section 8: S/2  
Section 9: W/2SW/4;

covering the following named wells: FIVE RIVERS K07-64-1HN, FIVE RIVERS K07-63-1HN, FIVE RIVERS K07-62-1HN, and FIVE RIVERS K18-69HN.

WHEREAS, Owner recognizes that Noble has the right to conduct operations on the Lands pursuant to Oil & Gas Lease(s) covering the Lands and Owner and Noble desire to minimize any surface damage to the Lands and to reach an agreement regarding such surface damage;

NOW, THEREFORE, in consideration of the \_\_\_\_\_ and other valuable consideration, the sufficiency of which is hereby acknowledged, Owner and Noble agree as follows:

1. Payment to Owner. Prior to commencement of drilling operations on the Lands, Noble shall pay Owner the following sum as full settlement and satisfaction of all damages growing out of, incident to, or in connection with the usual and customary exploration, drilling, stimulation, completion, re-stimulation, re-completion, deepening, reworking, equipping, production, maintenance, plugging and abandoning operations for the well(s) together with the installation, operation and maintenance of the associated flowline(s), access roads and production facilities, including without limitation, as all of the foregoing may be related to directional, horizontal or lateral wellbores unless otherwise specifically provided herein:

A.

for:

i. Each of the proposed wellsites located on the Lands in which Owner owns the entire surface estate, together with any lands used for road purposes, production facilities, pipelines, flowlines or other necessary facilities in connection with the wellsites;

ii. A permanent subsurface easement for passage of any portion of the wellbore, whether producing or non-producing, including the right to occupy and use the subsurface and the subsurface pore space displaced by the wellbore and all structures appurtenant thereto;

iii. Utility easements from third parties which may be necessary for the operation of an electric motor on a jack pump.

B. If, by reasons directly resulting from the operations of Noble, there is damage to real or personal property upon the Lands including, but not limited to, damage to livestock, structures, buildings, fences, culverts, cement ditches, irrigation systems, and natural water ways, such damage will be repaired or replaced by Noble, or Noble will pay reasonable compensation to Owner for such additional actual damage or an amount equal to the reasonable costs to repair such actual damages.

C. Owner agrees to notify any surface tenant that may be affected by Noble's operations on the Lands and Owner may allocate the payments made hereunder with such surface tenant as they shall mutually determine between themselves and Noble shall have no liability therefore.

D. Owner grants consent to locate the Horizontal Well greater than 50 feet from an existing well pursuant to COGCC Rule 318A.(c.) Owner grants consent to locate the proposed Horizontal Well outside of the GWA windows as defined in COGCC Rule 318A(a). Owner shall grant any necessary property line waivers required under COGCC Rule 603 and to grant waivers as to any other state or local setback requirements or other requirements or regulations that are or become inconsistent with this Agreement. Additionally, Owner shall grant waivers or consents to any requirement or regulation that may prohibit or interfere with obtaining any necessary permits to drill the Horizontal Well. Owner understands that Noble may provide a copy of this Agreement in order to obtain an exception location or variance from the under COGCC rules or from a local jurisdiction. Owner also agrees that it will not object in any forum to the use by Noble of the surface of the Property consistent with this Agreement and that it will also provide Noble with whatever written support they may reasonably require to obtain permits from the COGCC or any local jurisdiction.

2. Consultation. If requested by Owner, prior to heavy equipment operations on each wellsites, Noble's representative will meet and consult with Owner (or Owner's representative) as to the location of the wellsites, access road, flowlines, tank batteries and other associated production facilities.

3. Noble Obligations. In conducting operations on the Lands, Noble shall:

A. Locate the wellsites, access road, flowlines, tank batteries and other associated production facilities as depicted on Exhibit "A" attached hereto and by this reference made a part of this Agreement.



B. Limit the size of each wellsites to approximately six (6) acres during any drilling, completion, recompletion or workover operations and shall be no more than one (1) acre in size per well during other periods. The area required for any tank battery location associated with each well shall be limited to approximately one acre in size per well upon completion of construction. Access roads shall be limited to approximately thirty (30) feet in width during drilling, completion, deepening, refracing, recompletion, reworking, equipping and production operations. The permanent access roads to the wellhead and tank battery location shall be limited to fifteen (15) feet in width.

C. Separate the topsoil at the time of excavation of pits so that the topsoil and subsurface soil can be placed back in proper order as nearly as possible.

D. Reclaim the wellsites 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 six months following drilling and subsequent related operations, unless Noble and Owner mutually agree to postponement because of crop or other considerations.

E. Use reasonable efforts to keep the wells, Lands, and production facilities free of weeds and debris.

F. Regarding a wellsites that is located in pasture or non-crop land, the Surface Owner shall have the option to either have Noble reseed the affected area at Noble sole cost, risk and expense, or reseed the affected area itself and receive payment from Noble in the amount of \_\_\_\_\_ upon notice of such reseeding by Surface Owner. Such payment will constitute Surface Owner's acceptance of responsibility for compliance with COGCC Rule 1003.e.(2), Revegetation of Non-Crop Lands, insofar as any perennial forage crops that were present before disturbance shall be re-established.

4. Indemnification. Noble Energy, Inc. shall indemnify and hold harmless Owner, his heirs, successors and assigns, against any and all losses, claims, damages or liabilities, joint or several, to which Owner may become subject, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon Noble Energy, Inc.'s breach of any duties and obligations under the terms or provisions of this Agreement, including but not limited to claims, arising due to any (i) loss or damage to the property owned or operated by Owner; (ii) personal injury or death to Owner during the scope of the activity except as such liabilities or claims are caused by the sole negligence of Owner; and Noble Energy, Inc. shall reimburse Owner for any legal or other expenses reasonably incurred in connection with investigating or defending such loss, claim, damage, liability or action.

5. Waiver of Thirty Day Notice. Owner hereby waives the minimum thirty-day written notice requirement described in the Notice Letter provided by Noble to Owner when it initially gave notice of its intent to drill on the Lands.

6. Successors and Assigns. When Noble is used in this Agreement, it shall also mean the successors and assigns of Noble, as well as its employees and officers, agents, affiliates, contractors, subcontractors and/or purchasers. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of Owner and Noble and may be executed in counterparts.

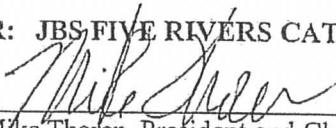
7. Confidentiality. Owner agrees to keep the amount of consideration paid hereunder by Noble confidential and shall not disclose such information without the advance written consent from Noble. Noble may record a memorandum evidencing the existence of this Agreement.

8. Governing Law/Venue. This Agreement shall be interpreted according to the laws of the State of Colorado. Venue for any dispute shall be Weld County, Colorado.

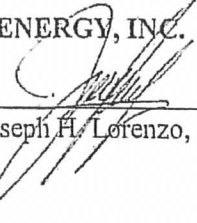
9. Written Modifications/Notices. This Agreement may only be amended in writing signed by both parties. All notices to either party shall be in writing addressed to the parties at the address first set forth above.

AGREED TO AND ACCEPTED AS OF THE DATE FIRST WRITTEN ABOVE.

OWNER: JBS FIVE RIVERS CATTLE FEEDING, LLC

By:   
Mike Thoren, President and Chief Executive Officer

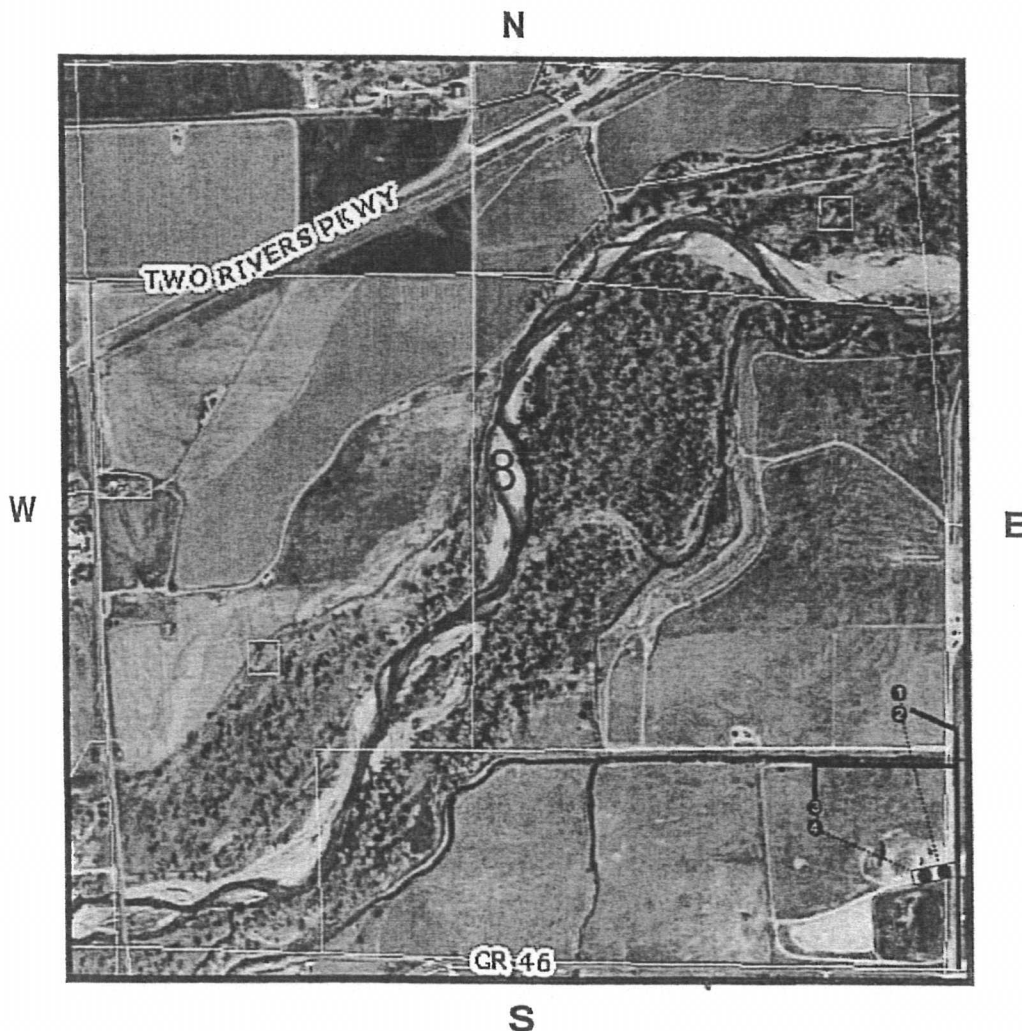
NOBLE ENERGY, INC.

By:  ED RL  
Joseph H. Lorenzo, Attorney-In-Fact JK

### Exhibit "A"

Attached to and by reference made a part of that certain Surface Use Agreement dated July 9, 2013, by and between JBS Five Rivers Cattle Feeding, LLC., as "Owner" and Noble Energy, Inc. as "Noble" covering the following lands:

Township 4 North, Range 66 West, 6th P.M.  
Section 8: S/2  
Section 9: W/2SW/4  
Weld County, Colorado



1. FIVE RIVERS K07-64-1HN
2. FIVE RIVERS K07-63-1HN
3. FIVE RIVERS K07-62-1HN
4. FIVE RIVERS K18-69HN

Road Access

Flowline

Tank Battery





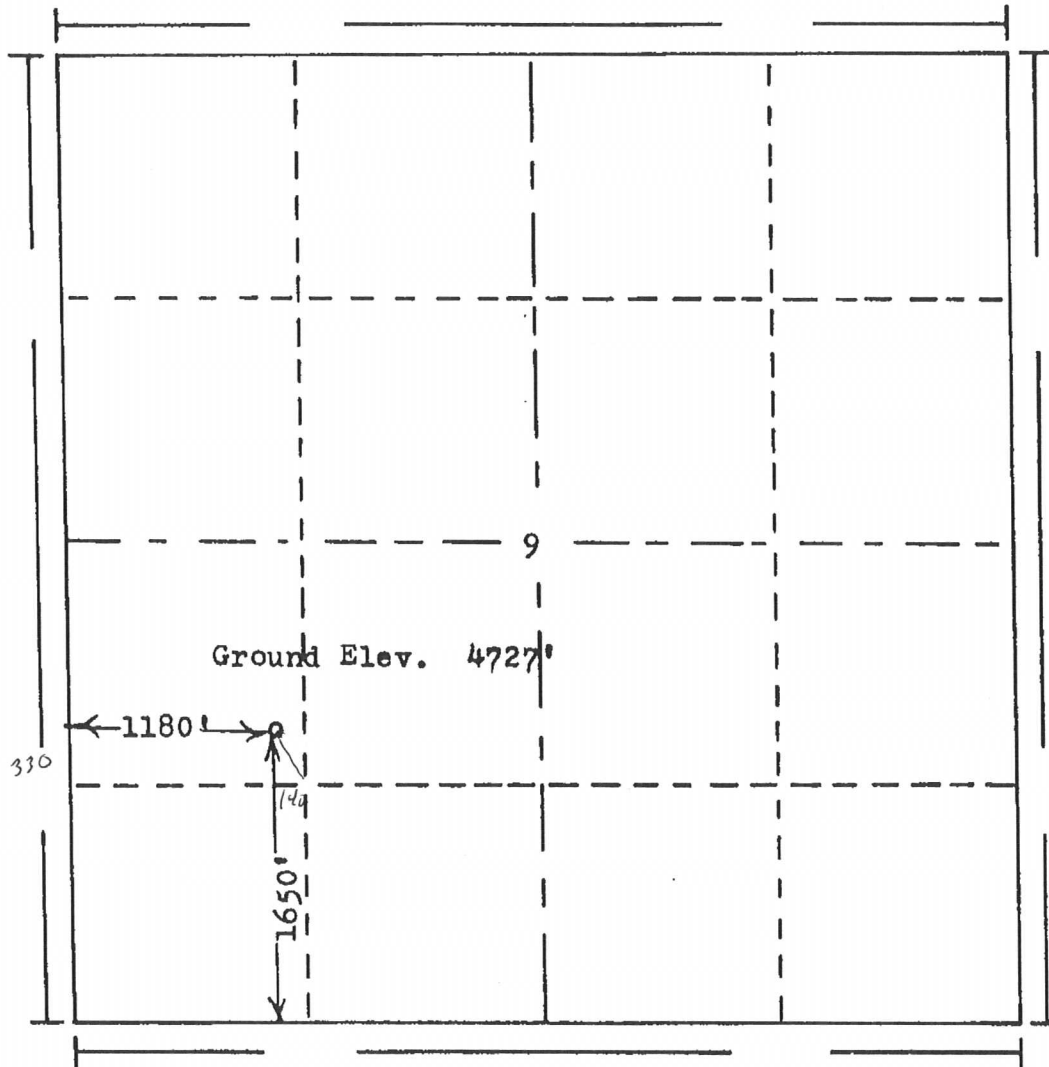
FORM F-106

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APR - 9 1971

R. 66W

COLO. OIL &amp; GAS CONS. COMM.



Scale... 1" = 1000'

Powers Elevation Company, Inc. of Denver, Colorado  
has in accordance with a request from Mr. Repp  
for Amoco Production Co.  
determined the location of Pan Am No. 1 UPRR 61  
to be 1650'FS & 1180'FW Section 9 Township 4N  
Range 66W of the 6th Principal Meridian  
Weld County, Colorado

I hereby certify that this plot is an  
accurate representation of a correct  
survey showing the location of

Date: 4-2-71

*Eric J. Nelson*  
Licensed Land Surveyor No. 2853  
State of Colorado