

SURFACE USE AGREEMENT
AND GRANT OF EASEMENT

THIS SURFACE USE AGREEMENT AND GRANT OF EASEMENT ("Agreement"), dated effective this 31st day of March, 2014, ("Effective Date") 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 it is surface owner 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: E/2SE/4, SE/4NE/4;
Section 9: W/2SW/4, SW/4NW/4;

covering the following named wells: FIVE RIVERS K09-63HN,
FIVE RIVERS K09-63-1HN, FIVE RIVERS K09-62-1HN,
FIVE RIVERS K07-65HN, FIVE RIVERS K07-65-1BHN,
FIVE RIVERS K09-65-1HN, FIVE RIVERS K07-65-1HN,
FIVE RIVERS K09-64-1HN, FIVE RIVERS K09-67-1HN,
FIVE RIVERS K08-67-1HN, FIVE RIVERS K09-66-1HN,
FIVE RIVERS K08-66-1HN and FIVE RIVERS K09-66-1AHN.

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 ten dollars and other valuable consideration, the sufficiency of which is hereby acknowledged, Owner and Noble agree as follows:

1. [REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

B. [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

C. [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

D. [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

2. [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

3. [REDACTED]

A. [REDACTED]

[REDACTED]

[REDACTED]

B. [REDACTED]

4. [REDACTED]

5. [REDACTED]

A. [REDACTED]

B. [REDACTED]

[REDACTED]

C. [REDACTED]
[REDACTED]

D. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

E. [REDACTED]
[REDACTED]

F. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

6. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

7. [REDACTED]
[REDACTED]
[REDACTED]

8. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

9. [REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

10. [REDACTED]

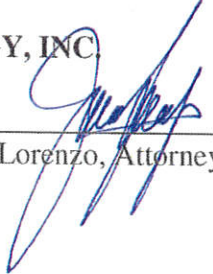
11. [REDACTED]

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: 
Joseph H. Lorenzo, Attorney-In-Fact **BD** **RL**