

## RIGHT OF ENTRY AND TEMPORARY SURFACE USE AGREEMENT

THIS RIGHT OF ENTRY AND TEMPORARY SURFACE USE AGREEMENT ("Agreement"), dated effective this 19<sup>th</sup> day of January, 2024 ("Effective Date"), is made by and between the undersigned, Frank Quality Feeds, LLC whose address is 1269 Hilltop Circle Windsor, Colorado 80550 ("Owner"), and Noble Energy, Inc., 1099 18th Street, Suite 1500, Denver, Colorado 80202 ("Noble"). Owner and Noble are individually referred to as a "Party" and collectively referred to as the "Parties".

WHEREAS, Owner is the surface owner and in possession of the surface estate for the following described lands in Weld County, Colorado ("Lands");

Township 6 North, Range 64 West, 6th P.M.

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Also known as Parcel 080117100004 by the Weld County Assessor's office.

WHEREAS, the Owl Creek 6 well (API # 05-123-11931) ("Well") is located on the Lands and Noble desires to access the Lands for the purpose of conducting operations on the Well, including re-entry, reworking, maintenance, plugging and abandoning operations ("Operations").

WHEREAS, in the absence of any other valid and existing agreement between the Parties, Owner recognizes and agrees to grant Noble the temporary right to access the Lands and Well to perform the Operations, subject to the terms and conditions of this Agreement.

1. Temporary Access. Owner grants to Noble, access over, upon, through, and across the Lands as a means of access, ingress and egress for equipment, machinery, vehicles, supplies, and personnel to and from the Well, as depicted and/or more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Temporary Surface Use Area" or "Temporary SUA") and for the purpose of performing the Operations. Noble shall have the right of ingress and egress to the Lands off County Road 70 and may use any road located now or in the future on the Lands and any gates located on such roads for such ingress and egress. Noble shall repair damage to such roads and gates caused solely by Noble's use.

2. Term. The access rights granted under this Agreement shall commence on the Effective Date and shall end on the later of December 31, 2025 or the date on which the remediation work set forth in Section 3 is completed.

3. Remediation. Subject to delays caused by Owner or events of *force majeure*, within sixty (60) calendar days after the completion of the Operations, Noble shall restore the surface of the Temporary SUA to the contour, as reasonably practicable, to the same as existed immediately prior to Noble's operations on the Lands. Noble agrees to restore all private roads, drainage and irrigation ditches and canals located on the Temporary SUA disturbed by Noble's operations on the Lands to the condition existing immediately prior to such operations, as reasonably practicable.

4. Use.

- a. The rights granted to Noble hereunder shall extend to and for the use of Noble, its employees, agents, contractors, subcontractors, successors and assigns. Owner will not interfere with Noble's full enjoyment of the rights hereby granted.
- b. Noble shall conduct all of its operations on the Lands in a workmanlike manner and in compliance with the applicable statutes, ordinances, rules and regulations of all federal, state and local governing public authorities.

- c. Noble shall keep the Temporary SUA free of any trash or debris caused solely and directly by Noble, or its contractors, employees, or agents.
5. Other Damages. If there is damage to real or personal property upon the Lands directly resulting from the Operations and which is not associated with usual and customary Operations, including, but not limited to, damage to livestock, crops, structures, buildings, fences, culverts, cement ditches, irrigation systems, and natural waterways, Noble will repair or replace such damage, or Noble will pay reasonable compensation to Owner for such additional damage or an amount equal to the reasonable costs to repair such actual damage. Owner shall notify any surface tenant affected by Operations on the Lands and Owner shall allocate the payments made hereunder with such surface tenant and Noble shall have no liability therefore. Owner shall indemnify Noble against any claim brought by any surface tenant on the Lands for damages directly caused by the Operations.
6. Successors and Assigns. Noble may not assign this Agreement, in whole or in part, except with the prior written consent of Owner, which will not be unreasonably withheld.
7. Severability. Each provision of this Agreement is severable and if any provision is determined to be invalid, unenforceable, or illegal under any existing or future law by a court, arbitrator of competent jurisdiction, or by operation of any applicable law, this invalidity, unenforceability, or illegality does not impair the operation of or affect those portions of this Agreement that are valid, enforceable, and legal, unless the deletion of such provision or provisions would result in such a material change that causes completion of the transactions contemplated herein to be unreasonable.
8. Prior Agreements. This Agreement comprises the complete and exclusive agreement between the Parties regarding the subject matter of this Agreement, and supersedes all oral and written communications, negotiations, representations, or agreements in relation to that subject matter made or entered into before the Effective Date.
9. Amendment. This Agreement may not be amended orally or by performance. No amendment to this Agreement is effective unless made in writing and signed by authorized representatives of both Parties.
10. Governing Law. This Agreement shall be governed by the laws of the State of Colorado, without regard to its choice of law rules, except that rules of the Federal Arbitration Act, 9 USC §§1-16 (the "Act") shall govern this dispute resolution provision. The Parties shall exclusively and finally resolve any dispute between them using direct negotiations, mediation, and then arbitration as set out in this Section 10. If a dispute arising out of this Agreement is not resolved by direct negotiations, either Noble or Owner may initiate mediation by giving notice to the other setting out the disputed issues and the value of the claim. If the Parties fail to resolve the dispute within 60 days from notice of mediation, either Noble or Owner may initiate binding arbitration by giving notice in accordance with this Agreement. The place of arbitration must be Denver, Colorado. One arbitrator (or 3 arbitrators if the monetary value of the dispute is more than US\$5,000,000 or its currency equivalent, or if there is a dispute whether the monetary value exceeds the US\$5,000,000) will conduct the arbitral proceedings in accordance with the International Institute for Conflict Prevention and Resolution ("CPR") Rules. To the extent of any conflicts between the Act or the CPR Rules and the provisions of this Agreement, the provisions of this Agreement prevail. The CPR is the appointing authority. The maximum number of witnesses that either Party each may call to give evidence is 3 witnesses of fact and 1 expert witness. The arbitration award is final and binding. Regardless of which Party prevails, all arbitration fees and costs must be paid equally and both Parties shall bear its own attorneys' fees and costs in connection with such arbitration. The Parties waive irrevocably their right to any form of appeal, review, or recourse to any court or other judicial authority under any applicable law, to the extent that such waiver may be validly made. Proceedings to (1) preserve property or seek injunctive relief, or (2) enforce an award under this dispute resolution provision may be brought in any court of competent jurisdiction.
11. Joint Efforts. The Parties stipulate and agree that this Agreement shall be deemed and considered for all purposes as prepared through the joint effort of the Parties and shall not be construed against one of the other as a result of the preparation, submittal, recording, or other event of negotiation, drafting or execution hereof.
12. Authority. Each Party represents and warrants that the Agreement has been duly executed and delivered by its authorized officer or other representative and constitutes its legal, valid, and binding obligation

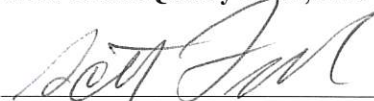
enforceable in accordance with its terms, and no consent or approval of any other person is required in connection with its execution, delivery, and performance of the Agreement.

13. Counterparts. This Agreement may be executed in counterparts, each of which is considered an original of this Agreement, and which together will constitute one and the same instrument. When executed in counterparts, no Party will be bound to this Agreement unless and until all Parties have executed and delivered to each of the other Parties an executed counterpart.

AGREED TO AND ACCEPTED AS OF THE EFFECTIVE DATE.

**OWNER: Frank Quality Feeds, LLC**

By:

  
\_\_\_\_\_  
Scott Frank, Owner

**NOBLE ENERGY, INC.**

By:

  
\_\_\_\_\_  
Ryan Antonio, Surface Land Manager

## Exhibit "A"

Attached to and by reference made a part of that certain Right of Entry and Temporary Surface Use Agreement dated effective this 18<sup>th</sup> day of January, 2024 by and between Frank Quality Feeds, LLC as "Owner" and Noble Energy, Inc. as "Noble":

Township 6 North, Range 64 West, 6th P.M.  
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