

Well Name: Triton #1

SURFACE USE AND ROAD ACCESS AGREEMENT

This agreement, made and entered this 6th day of March, 2014, by and between Triton Water Disposal Services, LLC, whose address is 1530 16th Street, Suite 300, Denver, Colorado 80202, hereinafter referred to as “Owner”, and Triton Water Disposal Services, LLC, whose address is 1530 16th Street, Suite 300, Denver, Colorado 80202, hereinafter referred to as “Operator”, collectively referred to herein as the “Parties”.

WITNESSETH:

For and in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Owner is the surface owner of the following described lands and Operator intends to drill, or cause to be drilled, a Class II UIC Injection Well (“Well”) for produced water disposal, at the legal location on the following described lands (“Lands”) located in Weld County, Colorado:

Triton #1 Well

Sec. 23 T4N R66W, 6th P.M.

Depicted in Exhibit A and attached hereto.

2. In order for the Operator to drill, construct, complete, maintain and operate the Well and all facilities associated therewith, including, permanent access road (“Access Road”), temporary access road (“Temporary Access Road”), pipelines, electric lines, test wells, monitoring wells, and any other facilities necessary for Operator to conduct operations on the Well (collectively referred to herein as “Facilities”), it is necessary that Operator enter and utilize a portion of the surface of the Lands.
3. The Parties enter into this agreement to evidence their entire agreement regarding the payment of surface damages, entry, surface use, and any other matters relating to Operator’s use of the Lands.
4. The approximate location of Well, Access Road, Temporary Access Road, Well site and the location of any existing pipelines and other Facilities to be constructed on the Lands (“Site Drawings”) will be depicted on Exhibit B and attached hereto and incorporated herein after the completion of the Site Drawings. Owner will provide a copy of the Site Drawings to Operator and reserves all rights and approvals of Site Drawings. All electric lines and pipelines are to be located in the Access Road right-of-way. Changes to the Well, Access Road and Facilities locations, and the drilling of test wells and monitoring wells, may be done by Operator only with the written consent of Owner. Said changes or additional facilities shall not unduly interfere with Owner’s use or enjoyment of the surface estate.
5. Operator’s operations on the Lands will be conducted pursuant to the terms this agreement, the rules and regulations of the Colorado Oil & Gas Conservation Commission (“COGCC”) and applicable local government, state and federal statutes and case law.
6. The Operator is solely responsible for any and all damages, entry and surface use thereof. Operator shall be completely liable and fully responsible, for all surface and subsurface damages associated with the use of said Lands in connection to said Well and Facilities.
7. This agreement shall only cover the above-described Well, related Facilities, and operations, and does not imply consent from Owner for the further construction, surface use or damages for additional disposal wells.
8. Access roads shall be reasonably maintained, and only one access road per well shall be used. Operator agrees to consult with Owner as to route of ingress and egress in an attempt to minimize damages to the above-described lands. Owner agrees not to unnecessarily withhold his consent as to route of ingress and egress, but does maintain final approval of all access locations and internal roads
9. Operator agrees to complete reclamation of the surface of the subject lands and access roads and drill sites as nearly as practicable to the condition in which the same was found prior to the commencement of Operator’s operations, including removal of all Operator’s equipment and material.
10. Subject to the rights of Operator under this agreement, Owner hereby reserves the right to use the Lands for any purpose (including agriculture, ranching, and grazing), and to lease the Lands and grant easements and licenses on, over and across the Lands to other persons for such purposes (and any income derived by Owner there from shall belong entirely to Owner).
11. In the event of alleged default by Operator in the payment of any sums hereinabove provided to be made, in obligations to be performed, or any other terms, conditions or covenants of this agreement, Owner will notify Operator, by certified mail, return receipt requested, of the alleged default. Operator will have 30 days from receipt of the written notification in which to dispute or otherwise respond to the notification before Owner may allege default. Receipt of the certified mail shall be deemed effective 3 days after the mailing unless sooner received by Operator.

12. The parties agree that the prevailing party in any action resulting from a breach of this agreement will be entitled to its reasonable attorneys' fees and costs incurred therein.
13. Additional Provisions:
- a. OWNER agrees that by negotiation and execution of this Agreement, COMPANY has consulted in good faith with OWNER regarding location of roads, production facilities, and well sites and other Facilities, and has provided for reclamation and abandonment, with respect to all operations and the Well(s). OWNER hereby waives in perpetuity the right to consult pursuant to COGCC Rule 306.a.(2).
 - b. OWNER hereby waives pre-notification requirements Rule 305.a.(1) and 305.a.(2) in perpetuity for any wells that pertain and may pertain in the future to this facility and any associated wells.
 - c. OWNER hereby waives the statutory notice requirement provided by C.R.S. § 34-60-106(14), the Advance Notice requirements of COGCC Rule 305.f in its entirety including the Notice of Subsequent Well Operations of COGCC Rule 305.f.(4), the Notice During Irrigation Season of COGCC Rule 305.f.(5), and the Final Reclamation Notice of COGCC Rule 305.f.(6), with respect to all Injection and Associated Operations for the facility and any associated well.
 - d. Indemnity. Operator agrees to indemnify, defend and hold harmless Owner and its agents, tenants, beneficiaries and employees, in their individual and corporate capacity and all of its officers, directors, employees, shareholders and agents from and against any claims, demands, causes of action, actions, losses, liabilities, expenses, damages or fines (including without limitation reasonable attorneys' fees and expenses, and costs and expenses reasonably incurred in investigating, preparing or defending against any litigation or claim, action, suit, proceeding or demand of any kind or character) arising out of or related to any operations conducted or actions taken under or pursuant to this Agreement or on the Lands by Operator or its agents, contractors, subcontractors, servants or employees, including without limitation, violation of law, order, rule or regulation.
 - e. No Representation or Warranties. Owner makes no warranty, express, implied or statutory with respect to the Lands or the ownership thereof.
 - f. Liens. Operator shall, at its sole expense, keep the Lands free and clear of any lien and encumbrance resulting from Operator's activities hereunder.
 - g. Assignment. This Agreement may not be assigned in whole or part by Operator without the prior written approval of Owner.
 - h. Hazardous Materials. Operator shall, at its sole cost and expense, promptly clean up, remove or take other legally-authorized remedial action with regard to any contamination or damage to soil or ground water on or about the Premises for which it is responsible and that is caused by any substance or material (each, a "*Hazardous Material*") that is (x) defined as a hazardous substance, hazardous material, hazardous waste or toxic substance under any law (each, an "*Environmental Law*") or (y) controlled or governed by any Environmental Law; and (ii) Operator shall not violate any Environmental Law on, under, or with respect to the Use of the Premises or Operator's Site. Operator shall give Owner written notice of any breach or suspected breach of the foregoing covenants, promptly upon learning of such breach, and undertake such clean up, removal or remedial action in a manner designed to minimize the impact on Owner's activities and operations on lands.

14. Said right-of-way for road access granted herein shall remain in full force and effect and shall continue until such time as said well is plugged and abandoned, and final restoration is complete.

15. This is the entire Agreement between the parties with respect to the transactions contemplated herein and shall supersede all previous oral and written negotiations, surface agreements, commitments, and understandings between the parties and/or their predecessors hereto with respect to the subject Lands and matter hereof.

16. Notice by either party shall be promptly given in writing and mailed to:

Owner

Triton Water Disposal Services, LLC
1530 16th Street, Suite 300
Denver, CO 80202

Operator

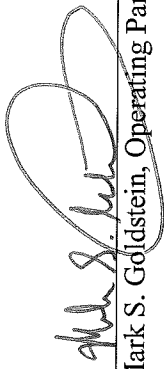
Triton Water Disposal Services, LLC
1530 16th Street, Suite 300
Denver, CO 80202

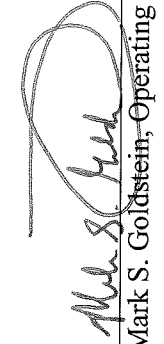
17. This agreement shall be binding on and inure to the benefit of the Parties, their respective heirs, successors, personal representatives, agents, tenants, purchasers and assigns.

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

Triton Water Disposal Services, LLC

Triton Water Disposal Services, LLC


By: Mark S. Goldstein, Operating Partner


By: Mark S. Goldstein, Operating Partner



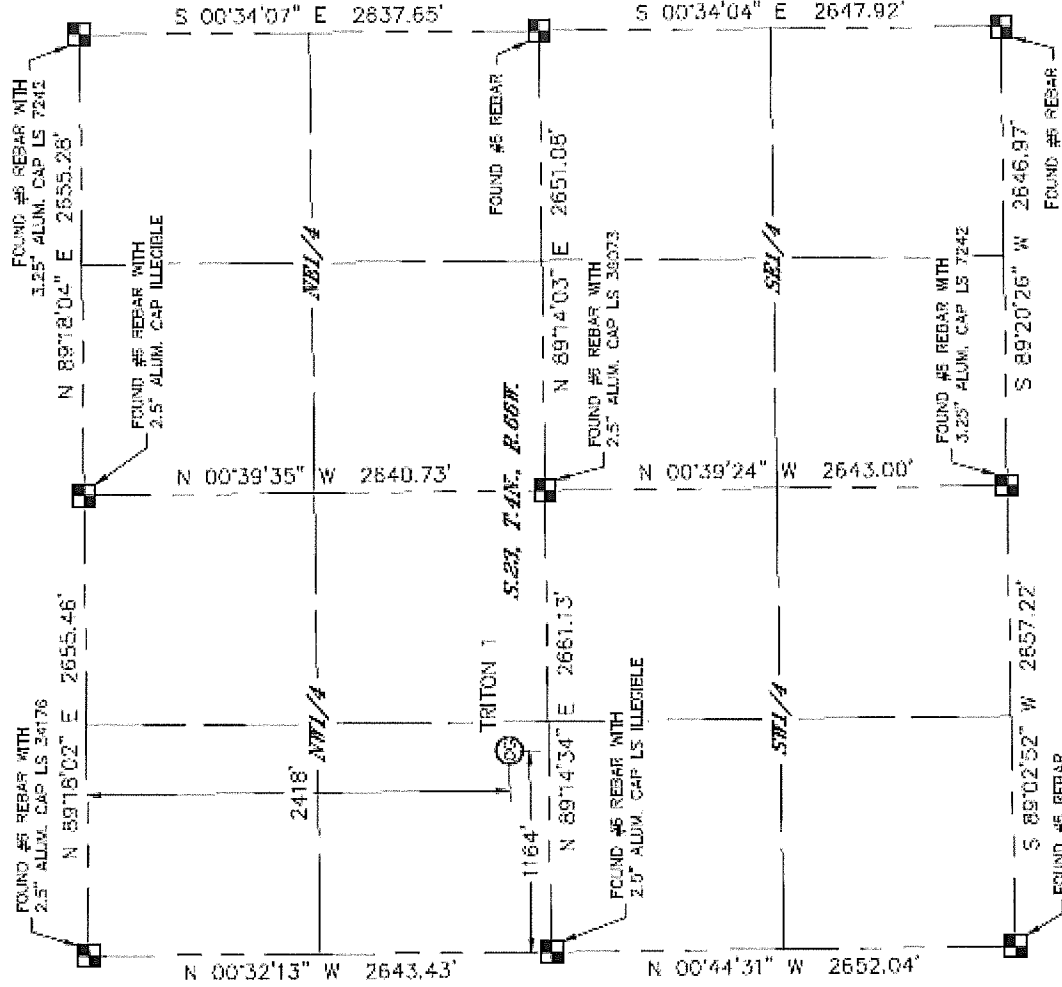
Lat40°, Inc. 1635 Foxtrail Drive, Suite 325 Loveland, CO 970-776-3321

Exhibit A

WELL LOCATION CERTIFICATE

SECTION: 23
TOWNSHIP: 4N
RANGE: 66W

THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY

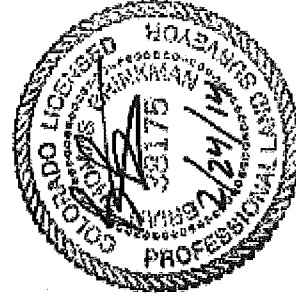


In accordance with a request from Ito Bayona with ITRON ENERGY Lat40°, Inc. has determined the surface location of the TRITON 1 to be 2418' from the NORTH line and 1164' from the WEST line as measured at right angles from the section lines of Section 23, Township 4 North, Range 66 West of the Sixth Principal Meridian, County of Weld, State of Colorado.

I hereby state that this Well Location Certificate was prepared by me, or under my direct supervision, that the fieldwork was completed on 2/21/2014, for and on behalf of ITRON ENERGY. That this is not a Land Survey Plat or an Improvement Survey Plat, and that it is not to be relied upon for establishment of fence, building, or other future improvement lines.

NOTE:
1) Bearings shown are Old Bearings of the Colorado State Plane Coordinate System, North Zone, North American Datum 1953/2007. The listed dimensions as contoured herein are based upon the "U.S. Survey Foot".
2) Ground elevations are based on an observed GPS elevation (NAVD 1989 DATUM).
3) IMPROVEMENTS: See LOCATION DRAWING for all visible improvements within 500' or disturbed area.
4) SURFACE USE: FALLOW CROP LAND
5) INSTRUMENT OPERATOR: ADAM KELLY
6) NEAREST CULTURAL ITEMS:
BUILDING: ±988' NW
BUILDING UNIT: ±1133' SW
HIGH OCCUPANCY BUILDING UNIT: 5280'+
DESIGNATED OUTSIDE ACTIVITY AREA: 5280'+
PUBLIC ROAD: ±1138' W (CR 33)
ABOVEGROUND UTILITY: ±1121' W
RAILROAD: ±1676' NW
PROPERTY LINE: ±190' SE

SURFACE LOCATION
LAT: 40.28851N
LONG: 104.74550W
FOOT: 1.8
ELEV: 4725'
1/4 1/4 SW 4NW 1/4



LEGEND
■ = AUGUST MONUMENT AS DESCRIBED
○ = CALCULATED POSITION

Brian T. Brinkman—On behalf of Lat40°, Inc.
Colorado Licensed Professional
Land Surveyor No. 38175
DATE: 2/22/2014
PROJECT#: 2014022