

WATER WELL DISPOSAL EASEMENT AND AGREEMENT

This Water Well Disposal Easement and Agreement is dated as of this 9 day of September, 2014 and is between Expedition Water Solutions, LLC, a Delaware limited liability company (the "Grantee"), the address of which is 1023 39th Avenue, Suite E, Greeley, Colorado 80634 and Clyde and Janice Hemberger ("Grantor") the address of which is 2490 County Road 3 Loveland, Colorado 80538.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Granter and Grantee agree as follows:

1. Grant of Easement. Granter hereby grants and conveys to Grantee a subsurface easement ("Easement") for the purposes of disposing of wastewater and locating, constructing, operating, maintaining, replacing, reclaiming, removing and abandoning an underground wellbore and bottom hole for a wastewater disposal well under the real property located in WELD COUNTY, COLORADO described N/2NE/4 of Section 26 Township 8N Range 60W. This Easement does not give any rights to Grantee to conduct any operations on the surface of the property described above (the "Property"). Furthermore, this Easement does not give Grantee any rights of egress or ingress to the surface of the Property. TO HAVE AND TO HOLD, for as long as Grantee is using said Easement for the purpose set forth herein. The easement granted hereby shall run with the land and be perpetual.

2. Indemnity. Grantee agrees to indemnify and hold harmless Granter and its successors and assigns against any and all liability, loss; damages, claims, demand actions, causes of actions, including court costs and attorney's fees which may result from property damage, including violations of applicable environmental laws, or personal injury to, or death to persons whomsoever, to the extent such arises from Grantee's occupancy of the Easement or Grantee's operations on the Easement, except to the extent that such liability, loss, damage, claims, demand actions, causes of action, including court costs and attorney's fees, arise out of any act or omission of Granter or its successors or assigns.

3. Miscellaneous. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns. The rights of the parties may be assigned in whole or in part. This Agreement represents the final agreement between the parties with respect to the subject matter thereof and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. Neither party shall be liable to the other for special, consequential, incidental, punitive or exemplary damages.

[Remainder of Page Left Blank - Signature Pages Follow]

The parties hereto have executed the Agreement to be effective as of the date first above written.

Clyde and Janice Hemberger

By: Clyde Hemberger
Janice Hemberger
Printed Names: Clyde Hemberger
Janice Hemberger

EXPEDITION WATER SOLUTIONS

By: Jim Goddard
Printed Name: Jim Goddard
Title: President

STATE OF COLORADO)
)ss.
COUNTY OF Larimer)

The foregoing instrument was acknowledged before me this 26th day of September, 2014, by Clyde and Janice Hemberger.
WITNESS MY HAND AND OFFICAL SEAL.
My commission expires:



Jorge Garcia
Notary Public

STATE OF COLORADO)
)ss.
COUNTY OF Weld)

The foregoing instrument was acknowledged before me this 26th day of September, 2014, by Jim Goddard as President of Expedition Water Solutions, LLC. A Delaware limited liability company..
WITNESS MY HAND AND OFFICAL SEAL.
My commission expires:



Jennifer Chere Goddard
Notary Public

Surface Owner Waiver of COGCC Rule 325.i. Notification: Dedicated Injection Well

Colorado Oil and Gas Conservation Commission Rule 325.i. stipulates that *Notice of the application for a dedicated injection well shall be given by the applicant by registered or certified mail or by personal delivery, to each surface owner and owner as defined in §34-60-103(7), C.R.S., within one-quarter (1/4) mile of the proposed well or wells and to owners and operators of oil and gas wells producing from the injection zone within one-half (1/2) mile of the disposal well or to owners of cornering and contiguous units where injection will occur into the producing zones, whichever is the greater distance.*

Surface Owner Waives any further Notification:

Signed Cyle Hamberger

Date 9-26-14