

SURFACE USE AGREEMENT

(Note: Some language in the surface use agreement has been intentionally redacted)

NONTRIBUTARY GROUND WATER AND PROJECT SITE LEASE
(Rev. 03-03-15)

THIS NONTRIBUTARY GROUND WATER AND PROJECT SITE LEASE - (the "Lease"), is made and entered into by and between BRUCE B. BASS FAMILY LLLP, whose address is 30621 County Rd. N, Brush, CO 80723, hereinafter called "Lessor", and WINDY HILL GAS STORAGE, LLC, a Delaware limited liability company, hereinafter called "Lessee."

RECITALS

WHEREAS, Lessor is the owner of that certain tract of land in Morgan County, Colorado described in Section 1 below (such tract, the "Real Property"); and

WHEREAS, Lessee intends to develop a nontributary ground water well field utilizing water wells on lands comprising 1280 acres in Sections 17 and 18, Township 3 North, Range 55 West of the 6th P.M, in Morgan County, Colorado, withdrawing water from the Dakota Aquifer underlying lands in Township 3 North, Range 55 West of the 6th P.M, in Morgan County, Colorado, at an approximate depth of 5,000 feet below the surface; and

WHEREAS, Lessee desires to develop a brine water disposal project on lands comprising 1280 acres in Section 17 and 18, Township 3 North, Range 55 West of the 6th P.M, in Morgan County, Colorado, utilizing injection wells penetrating the Dakota Formation and deeper through the base of the Permian Section; and

WHEREAS, the withdrawal of Dakota Aquifer ground water underlying lands in Township 3 North, Range 55 West of the 6th P.M, in Morgan County, Colorado, from wells located in Sections 17 and 18, and the brine water disposal project utilizing injection wells on lands in Sections 17 and 18, shall collectively be referred to as the "Project."

WHEREAS, the lands comprising 1280 acres in Section 17 and 18, Township 3 North, Range 55 West of the 6th P.M, in Morgan County, Colorado on which nontributary ground water wells and/ or brine water injection disposal wells for the Project are depicted on **Exhibit A**, attached; and

WHEREAS, Lessee desires to lease from Lessor all of the nontributary ground water legally permitted to be withdrawn from the Dakota Aquifer underlying the Real Property, and Lessor desires to lease such ground water exclusively to Lessee pursuant to the terms of this Lease.

WHEREAS, Lessee desires to locate brine water injection disposal wells on the Real Property, utilizing injection wells penetrating the Dakota Formation and deeper through the base of the Permian Section underlying the Real Property.

NOW THEREFORE, for and in consideration of the premises, the payment of rentals, fees and other monies herein provided for, and the mutual covenants and agreements herein contained, Lessor and Lessee agree as follows:

1. LEASE OF NONTRIBUTARY GROUND WATER

A. Lessor hereby leases exclusively to Lessee for the term hereof all of its right, title, and interest in and to all rights held by Lessor as a surface owner of the Real Property to withdraw nontributary ground water from the Dakota Aquifer underlying the Real Property. Such ground water withdrawals shall be via wells located on land contiguous with the Real Property as permitted by the Colorado Division of Water Resources.

B. The Real Property overlying the water leased by Lessee is located in the County of Morgan, State of Colorado, to wit:

Township 3 North, Range 55 West, 6th P.M., Morgan County, Colorado

Section 17: All

Containing 640 acres, more or less. Attached hereto as **Exhibit B** is a general location map of the Real Property.

C. In furtherance of the grant of leasehold interest in the Dakota Aquifer ground water, Lessor shall execute contemporaneously with execution of this Lease, the State of Colorado Ground Water Commission Nontributary Ground Water Consent Landowner Statement, Form GWS 3-B, in the general form attached hereto as **Exhibit C** or such other documentation that may be required by the Colorado Ground Water Commission, State Engineer, water court or other agency have jurisdiction of the Project, evidencing Lessor's consent to Lessee's withdrawal of ground water pursuant to the terms of this Lease.

D. Lessor represents and warrants that it has not granted any prior leases or conveyances of the Dakota Aquifer water underlying the Real Property, that would impair Lessee's rights granted herein.

2. WATER WELL PERMITTING

Lessee is solely responsible for securing all permits and other legal approvals to withdraw the ground water leased herein, at Lessee's sole cost and expense. Lessor agrees to cooperate with Lessee's reasonable requests for support while soliciting the permits from various agencies.

3. LEASE OF PROJECT SITE AND PRODUCED WATER DISPOSAL

A. Lessor hereby leases exclusively to Lessee for the term hereof (i) all of its right, title, and interest as a surface owner of the Real Property to inject into the section beginning at the top of the Dakota to a depth of 100 feet below the base of the Permian Formation permanently, and/or for subsequent withdrawal, brine water produced from oil and gas operations and treated to water quality standards legally applicable to such injection ("Produced Water"); along with (ii) such

limited surface rights in the Real Property held by Lessor as may be required for Lessee's development of nontributary ground water wells, injection disposal wells and related facilities, and such other facilities as may be necessary or desirable to carry out the purposes of this Lease. Lessee's rights include, but are not limited to:

- (i) The right to drill, equip, operate, maintain, monitor, repair, rework, plug and abandon nontributary ground water wells on the Real Property as necessary to withdraw all Dakota Aquifer ground water legally and physically available to and underlying the Project well field;
- (ii) The right to drill, equip, operate, maintain, monitor, repair, rework, plug and abandon Produced Water disposal injection wells on the Real Property that penetrate the section beginning at the top of the Dakota to a depth of 100 feet below the base of the Permian;
- (iii) The right to locate, construct, operate and maintain wellheads, wellhead facilities, roadways, and pipelines. All rights of access, ingress and egress, rights-of-way, easements and servitudes over and through the Real Property as may be necessary or convenient for the above purposes are hereby granted by Lessor to Lessee. Such access, ingress, egress rights of way, easements, servitudes and use of the surface of the Real Property as above granted (a) may be utilized by Lessee, its invitees and contractors and may involve a variety of motorized vehicles and heavy equipment, and (b) shall not unreasonably interfere with Lessor's use of the Real Property pursuant to Lessor's retained rights hereunder.
- (iv) The right to conduct such tests, surveys, studies and data collection activities, as Lessee may deem necessary or desirable for the Project, including but not limited to the acquisition of two-dimensional ("2D") and three-dimensional ("3D") seismic data, as Lessee may deem necessary in connection with the exercise of the rights granted to it herein.

B. The foregoing notwithstanding, use of the surface of the Real Property shall be limited to that area reasonably necessary to carry out the purposes of this Lease and the rights granted to Lessee as described above; and use of the subsurface of the Real Property shall be limited from the surface of the earth down to the stratigraphic equivalent of 100 feet below the base of the Permian Section, or its equivalent for the exclusive and limited purposes of producing nonpotable water from, and injecting brine or salt-saturated water into, such stratigraphic area under and below the Real Property as is reasonably necessary in order to access and carry out the purposes of this Lease and the rights granted to Lessee as described above.

C. Lessee agrees that it will reasonably consult with and take into consideration Lessor's requests for the location of the wellheads, wellhead facilities, pipelines, roads, and roadways, and the final decision as to their location will be mutually agreed upon before construction thereof.

D. Lessor represents and warrants that it has not granted any prior leases of the Real Property or its sub-strata that would impair Lessee's rights granted herein.

4. TERM

The Term of this Lease shall commence on the Effective Date (defined in Section 14 below), and shall continue thereafter for a period of [REDACTED] years. Lessee shall have the right in its sole option to renew the Lease for additional [REDACTED] year periods for the same Annual Rental Amount as is provided in Section 6 hereof, upon written notice delivered to Lessor at least six (6) months prior to the termination of the then-current Term. Lessor shall not have any corresponding right of renewal. Lessee shall have the right to terminate this Lease for convenience at any time, upon six (6) months prior written notice being given to Lessor. Within thirty (30) days of Lessee's providing Notice of its election to terminate this Lease, Lessee shall [REDACTED]

[REDACTED] Lessor shall not have a corresponding right of termination for convenience. Lessor shall, however, have a right to terminate this lease upon thirty (30) day's written notice, if the Project Approval Date as defined in Section 14, has not occurred within one (1) year after the Effective Date of this Lease.

5. RESERVATIONS TO THE LESSOR

The following rights and uses are reserved to and retained by Lessor:

A. All rights, uses and privileges of every kind and nature in and to the Real Property, except as granted to Lessee herein.

B. The right to enter into oil, gas, and mineral leases with third parties which cover the Real Property, provided, however, that such leases shall expressly require Lessee's prior written consent to drilling or other operations which may disturb the subsurface strata of the Dakota Aquifer (and, if warranted, to deeper formations) underlying the Real Property. Lessee's consent to such operations shall not be unreasonably withheld. Any oil, gas and mineral leases granted as provided in this Section 5.B shall contain a clause prohibiting the lessee thereunder from interfering with water production or brine disposal in the Dakota Formation underlying the Real Property. Any such oil, gas and mineral leases shall contain a clause prohibiting the lessee thereunder from occupying the surface and will forbid any directional drilling that may encroach into a reasonable set-back to Lessee's operations and which may potentially disturb the subsurface strata included in the Lease Premises. Lessee shall have the right to require reasonable minimum setbacks from its surface and subsurface facilities, cementing well casings to the surface, and may impose other reasonable operational specifications to protect Lessee's operations and the integrity of Lessee's groundwater wells and injection wells. Lessee shall have the right to have a representative present at all times while any such operations are conducted and shall have the right of access to records of such operations. Such right for lessee's occupancy shall not be unreasonably withheld.

C. The right to grant easements, use or lease the Real Property or any part thereof, at any time for any purpose, including the maintenance of one or more residences, the right to build one or more residences, the right to explore and prospect said Real Property for minerals, including but not limited to hydrocarbons, and to drill for and produce such minerals, and the right to hunt on or across the Real Property, provided that the exercise of all such rights retained by Lessor may not unreasonably interfere with Lessee's rights granted under this Lease.

D. The right to dispose of or lease the Real Property or any portion thereof; provided, any subsequent lease or disposal of the Real Property or any portion thereof shall be expressly subject to the terms of this Lease. Lessor shall provide Lessee with written notification of Lessor's intent to sell or lease the Real Property or portion thereof, not less than three (3) days prior to offering the Real Property or portion thereof for sale or lease. In the event of a sale of the Real Property or any portion thereof, the Lessee shall have a right of first refusal to purchase the Real Property, or portion thereof being offered for sale, at the sale price, plus ten percent (10%) of such sale price; provided, however, that such right of first refusal shall not apply if Lessor intends to sell or transfer all or a portion of the Real Property to a member of his or her immediate family (which shall be deemed to include siblings, spouse, children, or grandchildren, but no more distant relative and no relative by marriage) and such sale or transfer is conditioned upon the purchaser's or transferee's assumption of all rights and obligations of the Lease, including but not limited to Lessee's right of first refusal. Lessor will provide Lessee with written notification of all of the specific terms and conditions of any final and binding, bona fide offer(s) for the Real Property or portion thereof, and Lessee will have seven (7) days after receipt of such notice to notify the Lessor, in writing, of Lessee's intent to exercise its right of first refusal under this Section 5.D. If the proposed sale contains acreage other than the Real Property, the offer shall be deemed to be the lower of the price allocated to the Real Property in the bona fide offer or a prorated portion of the total sales price, based on net surface acres of the Real Property or portion thereof being sold. Lessee will have sixty (60) days after electing to exercise its right of first refusal in which to close the purchase of the Real Property or portion thereof being offered for sale. In the event that Lessor lists the Real Property or portion thereof for sale and does not receive a final and binding bona fide offer within 180 days of such listing, Lessee may exercise its right of first refusal by offering Lessor the purchase price at which the Real Property or portion thereof was listed. "Listed" as used herein shall mean offered for sale or exchange at a specified price or value, either as a lump sum or per acre.

E. The right at all times during the term of this Lease, at its sole risk and expense, to go upon the Real Property.

6. PAYMENT

[REDACTED]

[REDACTED] A full "Section" being defined

[REDACTED]

[illegible]

C. [REDACTED]

D. [REDACTED]

[REDACTED]

E. **Subsequent Facility Payments:** In addition to the all other payments set forth above, Lessee shall pay Lessor a bonus payment in the amount of [REDACTED] [REDACTED] per linear foot of roadway (which shall be constructed at a width of twenty-five (25) feet) and associated pipeline constructed by Lessee on the Lease Premise. The [REDACTED] amount shall be for the construction of both the roadway and the associated pipeline so long as the pipeline is located under or next to the roadway; provided, however, that Lessee shall pay an additional [REDACTED] [REDACTED] per linear foot of pipeline that is laid by Lessee that is not under or next to a roadway, which amount shall increase by [REDACTED] per year commencing on the tenth (10th) anniversary of the Effective Date. Lessee shall also pay Lessor a bonus payment in the amount of [REDACTED] for each wellhead constructed by Lessee on the Lease Premises, which amount shall increase by [REDACTED] per year commencing on the tenth (10th) anniversary of the Effective Date. Such bonus payments shall be made after the "Commencement of Construction" for such wellhead or linear foot of roadway/pipeline has occurred. The parties agree that the "Commencement of Construction" shall mean the date upon which Lessee begins the physical construction of such mile of roadway, pipeline or wellhead. The parties further agree that the "Commencement of Construction" shall not include Lessee's performance of any seismic surveys or the acquisition of any seismic data, either two dimensional or three-dimensional, on the Real Property.

7. GROUND WATER AND INJECTION WELL DEVELOPMENT

A. Lessee shall determine after consultation with Lessor the number of nontributary ground water production and injection wells to be drilled on the Real Property. No such well shall be located (a) closer than one-fourth of a mile, plus or minus 250 feet, to one another nor (b) closer than 300 feet to any house or outbuilding regularly used for human occupation, without Lessor's prior written approval.

B. Lessee shall obtain and maintain in force at all times such surface and plugging performance bonds and financial assurances as may be required by law.

C. Lessor shall cooperate with and shall support Lessee in Lessee's efforts to obtain ground water well permits, and injection well permits, without any cost to Lessor.

D. Lessee shall pay any cost, fees, or tax imposed by governmental agencies on Lessee's use of the Real Property, ground water wells or injection disposal wells. Lessor shall not enter into any other agreements or obligations allowing any parties other than Lessee to withdraw nontributary ground water underlying, or install nontributary ground water or injection wells on, the Real Property without the prior written consent of Lessee.

E. At Lessee's request, Lessor shall promptly provide to the Colorado Office of the State Engineer, the Colorado Division of Water Resources, Department of Natural Resources or other state or federal agency having regulatory authority over the drilling, completion, operation and abandonment of brine water injection disposal wells, evidence that Lessor has consented to the drilling, completion and operation of such wells, and injection of Produced Water contemplated by this Lease.

8. ASSIGNMENT

This Lease shall extend to and be binding upon both Lessor and Lessee and upon their respective successors and assigns. If either party assigns or conveys all or any part of its interests in this Lease, the instrument of assignment shall provide that the assignee assumes all duties and ascends to all of the rights of the assignor under this Lease. Notices will be provided under Notices in Section 10 below.

9. RECORDING

A memorandum of this Lease may be recorded in the real property records of Morgan County, Colorado ("Real Property Records"); provided, however, that upon termination of this lease, a notice of termination, signed by both Lessor and Lessee, referencing this Lease and the recorded memorandum, shall be recorded in the Real Property Records.

10. NOTICES, PAYMENTS AND REPORTS

A. Reports: Lessee shall provide to Lessor's single designated recipient one (1) copy of all technical reports, data, logs, tests and surveys required to be prepared or filed with any state or federal regulatory agency that relate directly to Lessee's withdrawal of nontributary ground water or installation of nontributary ground water wells or injection wells on the Real Property.

B. Notices: Any written notice required to or from either party, or any change in the Lessor, or any change in either party's addresses or payment information as given in this Section 10 shall be made by sending the other party such notice by certified mail and such service shall be deemed sufficient and in full compliance with the terms of this Lease. The official service date for any notice(s) sent pursuant to this Lease shall be the date on which it is received by the party to whom such notice is sent, as evidenced by the return receipt for certified mail, or if such return receipt is not in fact returned to the sending party, five days after the certified letter is deposited in the United States mail. It is agreed that any notices to be given to Lessor shall be sent to his designated representative, as shown herein below and to Lessee shall be sent to the address given

below. Any change of address, payment information or in the Lessor shall not be effective until thirty (30) days after the official service date of such notice.

Lessee's Address: Windy Hill Gas Storage, LLC
P.O. Box 18283
Denver, Colorado 80218
Attention: F. Lee Robinson

Lessor's Address: Bruce B. Bass Family LLLP
30621 County Road N
Brush, Colorado 80723
Attention: Bruce B. Bass

C. Payments: Any payments to Lessor for rentals, royalties or any other amounts due under the terms of this Lease shall be deemed paid when tendered by check to and received by Lessor at the address provided in Section 10.B above, as may be amended by Lessor with Notice.

D. Allocation of Payments: Lessee shall have no responsibility for allocating any payments made hereunder among multiple Lessors, or for the payment of any taxes on any bonuses, rental, royalties or other payments made pursuant to this Lease to Lessor. Lessor shall be responsible for furnishing any social security numbers or other applicable tax identification numbers or documentation as may be required by statute or regulation to avoid withholding of any amount as may be otherwise required by applicable state, local or federal statute or regulation.

11. CONFIDENTIALITY

This Lease, all drafts hereof, and all reports provided by Lessee to Lessor in connection with this Lease, whether before or after the execution of this Lease, [REDACTED] are deemed by the parties to be confidential and proprietary to Lessee, and shall not be disclosed by Lessor to any third party without the written consent of Lessee. Such consent by Lessee shall not be unreasonably withheld.

12. COMPLIANCE WITH THE LAW

A. Lessee covenants and agrees that during the term of this Lease, Lessee shall comply fully with all the provisions, terms, and conditions of all laws, whether Local, State or Federal, and orders issued thereunder, which may be in effect during the Lease term, which in any manner affect or control the withdrawal of tributary ground water leased herein, or the injection of Produced Water into the Dakota Formation, including, without limitation, the laws described in Sections 12.B and 12.C below. Lessee hereby agrees to defend, indemnify and hold harmless Lessor for any and all claims or damages of every kind and nature that arise from Lessee's failure to abide by any such laws and orders.

B. Lessee shall comply with all applicable Local, State or Federal environmental wetlands protection, health and hazardous waste laws, ordinances and regulations.

C. In addition to the foregoing, and unless permitted otherwise, Lessee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Real Property by Lessee or Lessee's agents, employees, contractors or invitees, except as authorized by applicable laws or permit or with the prior written consent of the Lessor, whose consent will not be unreasonably withheld. Should the Lessee seek the Lessor's written consent as provided herein, Lessee is to notify Lessor in writing not less than seven (7) days prior to delivery of such substances to the Real Property. Lessor hereby expressly consents to Lessee's use of transportation fuel, gasoline, lubricants and grease on the Real Property as reasonably necessary for Lessee's operations under the terms of this Lease as long as Lessee takes reasonable precautions to prevent the contamination of the ground and any surface or ground water by such substances. If the Lessee breaches the obligations stated in the preceding two sentences and the presence of such Hazardous Material on the Real Property improperly caused or permitted by the Lessee results in contamination of the Real Property, or if unlawful contamination of the Real Property by Hazardous Material otherwise occurs for which the Lessee is legally liable, then the Lessee shall indemnify, defend and hold Lessor harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Real Property, damages for the loss or restriction on use of the Real Property, damages arising from any adverse impact on future leasing of the Real Property, and sums paid in settlement of claims, attorney fees, consultant fees and expert fees), which arise during or after the Lease term as a result of such contamination. This indemnification of Lessor by the Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup; remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Real Property. Without limiting the foregoing, if the presence of any Hazardous Material on the Real Property unlawfully caused or permitted by the Lessee results in any contamination of the Real Property, the Lessee shall promptly take all actions at Lessee's sole expense as required by applicable law or order by an appropriate regulatory agency. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste that is or becomes regulated by any local governmental authority, the State of Colorado or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance that is (i) defined or designated as a "hazardous substance", "hazardous waste" or a "regulated substance" under appropriate Local, State or Federal; (ii) petroleum; or (iii) asbestos.

D. Notwithstanding the foregoing or any other provision of this Lease, nothing in this Lease shall or may be construed to limit, prohibit or give rise to liability to the Lessee under this Section as a result of the injection of Produced Water meeting all applicable legal standards as contemplated in this Lease.

13. CURE OF BREACHES

This Lease shall not terminate due to breach or default of the provisions herein and no litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least thirty (30) days after Lessor has given Lessee written notice fully describing the breach or default, and then (i) if the breach consists of the failure to make any payment required to be made to Lessor under this Lease, only if Lessee fails to remedy the breach or default within thirty (30) days after Lessee's receipt of written notice of such breach by certified mail, or (ii) if the breach does not consist of Lessee's failure to make any payment to Lessor, including breaches which are operational in nature, only if satisfactory remedial action has not occurred within thirty (30) days after Lessee's receipt of written notice of such breach by certified mail.

14. EFFECTIVE DATE and PROJECT APPROVAL DATE

The **Effective Lease Date** of this Lease shall be the date the following contingencies have been met: (i) Lessee and Lessor have executed this Lease; (ii) all leases for the nontributary ground water ("Nontributary Ground Water Lease") and Project Site Leases ("Nontributary Ground Water Lease and Project Site Lease") required for Lessee's Project have been executed and are in effect; the **Project Approval Date** shall be the date stated in a Notice to be provided by Lessee within five (5) business days after receipt of all of the permits and other approvals for Lessee's Project having been obtained.

15. INDEMNIFICATION OF LESSOR AND LESSEE'S INSURANCE

A. Subject to the other provisions of this Lease, Lessee assumes all liability arising directly or indirectly from the use or occupation of the Real Property by Lessee under this Lease. This assumption includes, but is not limited to, liability for all personal injuries (including death) and environmental and property damage and destruction directly caused by Lessee's activities under this Lease, whether on or off the Real Property. Lessee agrees to defend, indemnify and hold harmless Lessor from and against liability, damage, expense, claim and judgment arising directly or indirectly from Lessee's activities under this Lease. Lessor shall have the right to obtain Lessor's own attorney if Lessor so desires but Lessee shall not be liable for any attorney fees or other costs incurred by Lessor if Lessee has agreed to and is either defending or making reasonable efforts, in its sole discretion, to settle any claim directly arising from Lessee's activities. This indemnity is in addition to that provided in Section 12 entitled "Compliance with the Law." Nothing in this Section 15 shall be construed or implied to make Lessee responsible for or owe any indemnity to Lessor for any acts or omissions of Lessor, his employees, contractors, invitees, lessees (other than Lessee) or agents.

B. During the Term of this Lease, Lessee agrees to maintain and to have its subcontractors procure and maintain the following insurance coverages (it being understood that Lessee may provide equivalent coverage by self-insurance):

- (1) Worker's Compensation insurance (or maintenance of a legally permitted and governmentally approved program of self-insurance) covering Lessee's employees pursuant to applicable state worker's compensation laws for work related injuries suffered by employees of Lessee; and,
- (2) Commercial General Liability combined single limit bodily injury, personal injury and property damage with a limit of not less than \$1,000,000.00 for each Occurrence. Policies to provide that Lessor is named as an Additional Insured.

16. TAXES, ASSESSMENTS AND FEES

Lessee shall be liable for all taxes, assessments, and fees lawfully assessed on property of Lessee located on the Real Property; including, but not limited to, the difference between the surface land value as assessed at the Project Approval Date and any subsequent assessment to the extent directly attributable to any improvements made by Lessee on the Real Property or to any increase due to the change in the current classification for taxation purposes of the Real Property as of the Project Approval Date arising directly out of Lessee's operations on the Real Property. Excluding those taxes on the Real Property levied and/or accruing prior to the Project Approval Date hereof, Lessee agrees to pay all taxes due on the Real Property after the Project Approval Date hereof that are attributable to Lessee as provided in this Section 17. Lessee shall pay such amounts to Lessor within thirty (30) days after Lessee receives a copy of Lessor's tax bill for the same.

17. PROTECTION OF REAL PROPERTY

A. Limits on Use: Lessor acknowledges the potential for top soil erosion resulting from grazing on the Real Property, and that such erosion may occur wholly independent of Lessee's operations. Therefore, Lessor agrees to use good and diligent ranching practices consistent with standard grazing methods in Morgan County, Colorado on the Real Property to prevent and avoid top soil erosion and, any other provision of this Lease to the contrary notwithstanding, to indemnify the Lessee for any and all claims relating to soil erosion upon the Real Property other than those directly attributable to the Lessee's operations hereunder.

B. Maintenance of Premises: Lessor and/or its Assignees shall be responsible for all costs associated with the routine maintenance, repair, and replacement of Lessor's fencing, stock tanks, and other improvements on the lands which may become necessary from time to time to manage and control its livestock. Lessee shall be responsible for repairing or replacing fencing, stock tanks and other improvements by the Lessor that are damaged as a result of Lessee's operations on the lands hereunder. Lessee will also be responsible for providing fencing and any other access control to and from Lessee's Facilities to protect the assets of both lessor and Lessee.

C. Lessor's Indemnity: Lessor shall hold Lessee harmless and indemnify it and its contractors and their respective officers, employees and agents against all claims, demands, causes, actions or damages arising from the acts or omissions of Lessor, Lessor's invitees, Lessor's livestock, his agents, contractors, invitees or employees.

D. Leaks or Spills: In the event of a leak or spill caused by Lessor or Lessee or its contractors, as between Lessee and Lessor, any other provision of this Lease to the contrary notwithstanding, the party causing the leak or spill shall be liable for any damages to the Real Property hereunder caused by such leak or spill; and, shall indemnify and hold the non-offending party harmless against any liability for the same; and the party causing the leak or spill shall be solely responsible for cleaning up such leak or spill at its sole cost, risk and expense, to the satisfaction of the non-offending party and any governmental agencies having jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date specified in the first Section of this Lease.

Lessor: Bruce Bass Family LLLP

Lessee: Windy Hill Gas Storage, LLC

By: Bruce B Bass

By: F. Lee Robinson

Name: BRUCE B. BASS

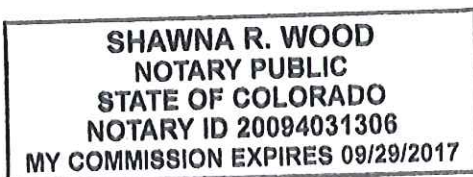
Name: F. LEE ROBINSON

Title: member

Title: MANAGER

State of Colorado)
) :ss
County of Morgan)

The foregoing instrument was acknowledged before me this 4 day of March, 2015, by Bruce B. Bass, the Member of Bruce Bass Family LLLP of Brush, Colorado.



Shawna R. Wood
Notary Public

My Commission expires:

9-29-2017

State of Colorado)
) :ss
County of Denver)

The foregoing instrument was acknowledged before me this 6th day of March, 2015, by F. Lee Robinson, Manager of Windy Hill Gas Storage LLC, a Delaware limited liability company of Denver, Colorado.

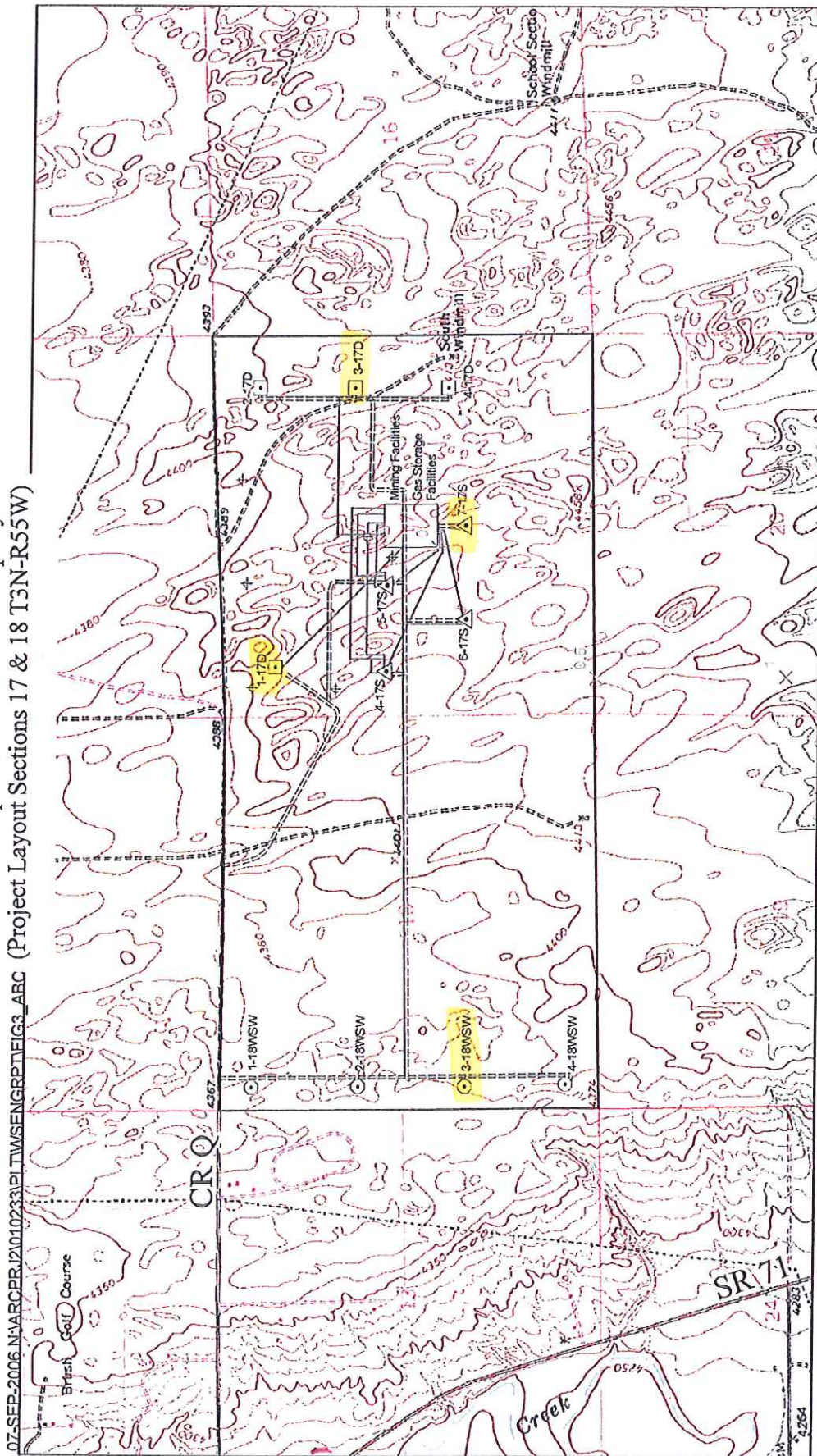
Christine J Harkness
Notary Public ID: 19954003194



My Commission Expires 9/20/2015

My Commission expires: 9/20/2015

EXHIBIT A
Pictorial Representation of Real Property
(Project Layout Sections 17 & 18 T3N-R55W)



Legend

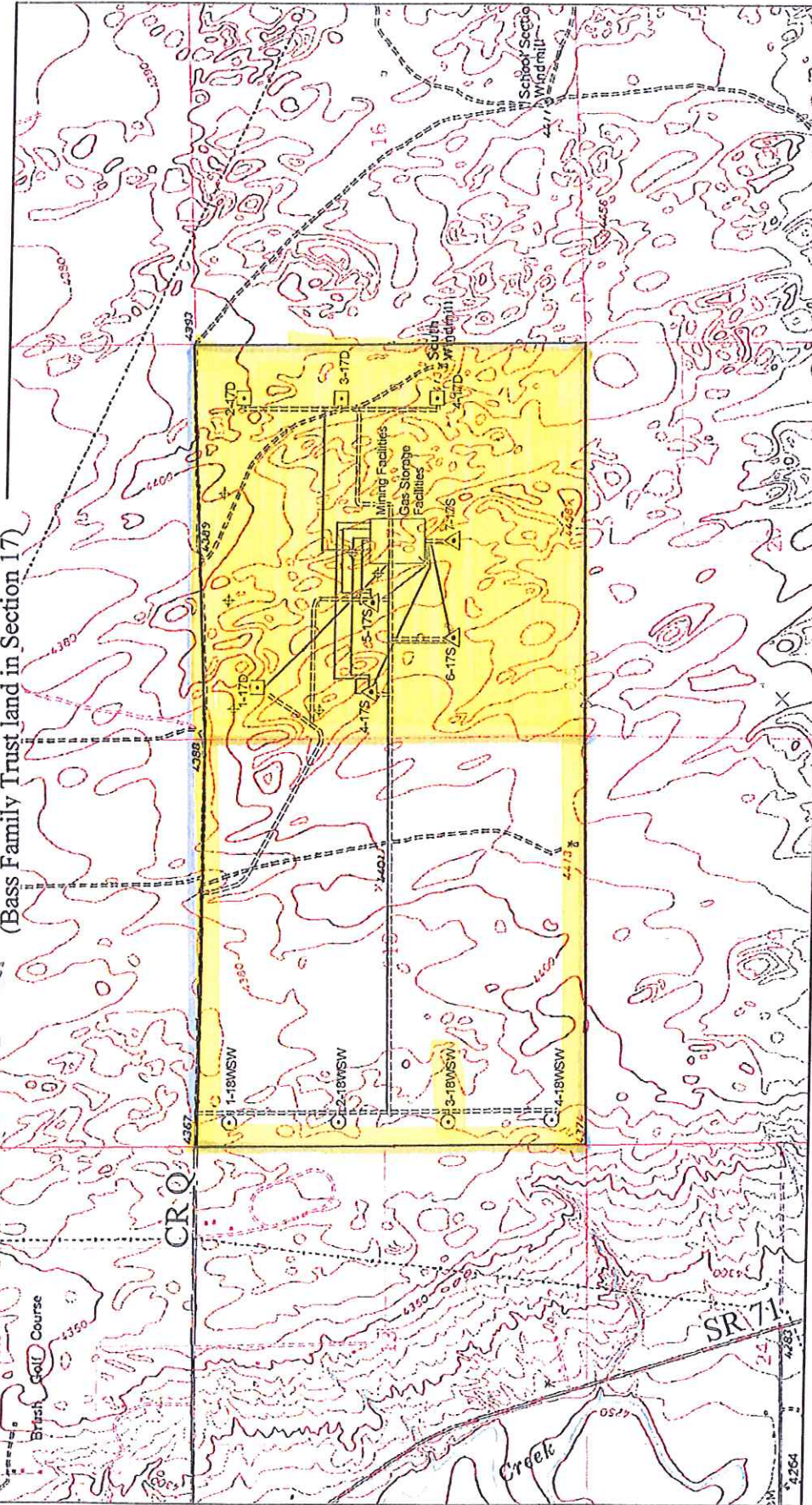
- Gas Storage Facility Project Area
- Proposed Underground Injection Control (UIC) Disposal Well
- Proposed UIC Mining Well
- Proposed Water Supply Well
- Monitoring Well
- Piping
- Roads_New
- Mileposts

ABOVEGROUND FACILITIES

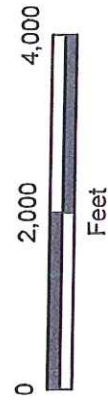
PROJECT: 01-0233	DATE: SEP 07 2006
REV: 0	BY: CRL CHECKED: JAN
Tetra Tech, Inc.	

EXHIBIT B
Pictorial Representation of Real Property
(Bass Family Trust land in Section 17)

07-SEP-2006 N:\ARCP\12\010233\PI\TWS\ENG\PTFIG3 AR



Bruce B Bass Family LLLP
(640 Acs of 1280 Project Acs)
Section 17: All T3N-R55W
Morgan County, Colorado



ABOVEGROUND FACILITIES

PROJECT: 01-0233	DATE: SEP 07, 2006
REV: 0	BY: CRL CHECKED: JAN
Tetra Tech, Inc.	

Exhibit C

Form GWS-3B (12/2013)

STATE OF COLORADO
COLORADO GROUND WATER COMMISSION
1313 Sherman Street, Room 821, Denver, CO 80203
Phone 303-866-3581, Fax 303-866-3589, www.water.state.co.us

NONTRIBUTARY GROUND WATER CONSENT LANDOWNERSHIP STATEMENT

AQUIFER: Dakota

I, Bruce B. Bass as Manager of the Bruce B. Bass Family LLLP whose mailing address is:

30621 County Road N, Brush, Colorado 80723

Phone: (970)-380-2564

claim and say that the Family Trust is the owner of the following described property consisting of 640 acres in the County of Morgan, State of Colorado.

Legal description: Township 3 North - Range 55W

Section 17 : All

I further claim and say that the Bruce B. Bass Family LLLP has the right to withdraw the ground water in the aquifer underlying the above described land has been conveyed to others as evidenced by the attached copy of a Lease recorded in the county (or counties) in which the land is located, and that the Bruce B. Bass Family LLLP has the right to withdraw the ground water has not been reserved nor has consent been given to any another except as indicated in the attached Lease.

Further, I claim and say that I have read the statement made herein; know the contents thereof; and that the same are true to my (our) knowledge. Pursuant to Section 24-4-104(13)(a), C.R.S., the making of false statements herein constitutes perjury in the second degree and is punishable as a Class 1 misdemeanor.

Bruce Bass Family LLLP 3/4/15
Signature Bruce B. Bass Date

Signature

Date

Type or print neatly in black ink. This form may be reproduced by photocopy or word processing means.