

SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT (this "Agreement"), effective this 11th day of May, 2018, ("Effective Date") is made by and between FRONT RANGE DAIRY, LLC, a Colorado limited partnership, hereinafter referred to as "Owner," and EXPEDITION WATER SOLUTIONS COLORADO LLC, a Delaware limited liability company and EWS #6 DJ BASIN LLC, a Delaware limited liability company (collectively, "Expedition"). Owner and Expedition are each a "Party" and collectively are the "Parties."

RECITALS

A. Owner owns certain lands in Weld County, Colorado, more particularly described on Exhibit A (the "Property").

B. Expedition owns and operates Class II and Class I saltwater disposal wells in Colorado and Wyoming, primarily for the service of oil and gas operators.

C. Expedition is under contract with Owner to purchase the Property. Closing on the sale is conditioned on receiving the necessary state and local permits for Expedition to own and operate a saltwater disposal facility and three Class II saltwater disposal wells.

D. Expedition and Owner seek to enter into this Surface Use Agreement, thereby allowing Expedition to permit three Class II saltwater disposal wells and a corresponding saltwater disposal facility with the relevant regulatory authorities, *provided*, that Expedition shall not have the authority to build or operate said facilities until Expedition closes on the purchase of the Property from owner.

AGREEMENT

NOW, THEREFORE, in consideration of ten dollars and other valuable consideration, the covenants made in this Agreement and the mutual benefits to be derived therefrom, the receipt and sufficiency of which are hereby confessed and acknowledged, the Parties agree as follows:

Section 1. Term. This Agreement, and the rights and benefits granted and created herein shall be effective as of the Effective Date and shall be binding until the first to occur of: (i) the termination of the Purchase and Sale Agreement between Owner and Expedition (the "Contract") or (ii) the conveyance of the Property to Expedition pursuant to the Contract.

Section 2. Grant of Surface Use. Owner hereby grants to Expedition, the right to permit three Class II saltwater disposal wells and related saltwater disposal facilities on the Property (the "EWS #6"). This grant of surface use is solely and explicitly a right to permit the EWS #6, and all construction and operation of the EWS #6 shall only commence if and after Expedition closes on the purchase of the Property from the Owner. This Agreement is not intended to grant unto Expedition any rights to use or occupy the surface or subsurface of the Property unless and until Expedition closes on the Property. Expedition shall be responsible for all processing and costs necessary to obtain such permitting. Owner agrees to cooperate fully with Expedition at no material cost to Owner during this process. Under no circumstances shall any permits create any financial obligations upon Owner or the Property.

Section 3. Indemnification of Owner. Expedition shall keep the Property free and clear of any liens, including but not limited to mechanic's liens and materialmen's liens, and will indemnify, defend, and hold Owner harmless from all claims and liabilities including reasonable attorneys' fees asserted against Owner as result of the permitting efforts by Expedition, its agents, employees, or representatives. The indemnification obligations of this Section shall survive the termination of the Contract.

Section 4. Non-Merger and Termination. The rights and responsibilities set forth in this Agreement in no way amend or supersede the Contract provided, however, that this Agreement shall terminate and be of no further force and effect upon the termination of the Contract.

Section 5. Governing Law, Jurisdiction, and Venue. It is expressly understood and agreed by and between the Parties that this Agreement and the Agreement shall be governed by and its terms construed under the laws of the State of Colorado. The Parties further expressly acknowledge and agree that jurisdiction and venue for any actions arising out of or in connection with this Agreement and the Easement shall be in District Court, in the County of Weld, State of Colorado. In any civil litigation arising out of this Agreement and the Easement, trial shall be to the Court and each Party waives all rights to trial by jury. Each Party acknowledges and represents that it makes this waiver knowingly, voluntarily, and intentionally and after careful consideration of the ramifications of this waiver with legal counsel.

Section 6. Assignment. This Agreement and the rights granted herein shall not be assignable by either Party.

Section 7. Entire Agreement. This Agreement, together with exhibit attached hereto, contains the entire agreement between the Parties with respect to its subject matter. No oral statement or prior written matter shall have any force or effect.

[Signature pages to follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

OWNER:

FRONT RANGE DAIRY, LLC

BY: _____

DAVID DEHAAN

TITLE: member

5-14-18

EXPEDITION:

Expedition Water Solutions Colorado LLC

By: _____

Name: _____

Title: _____

Zach Neal
Zach Neal
Chief Commercial Officer

EWS #6 DJ Basin LLC

By: _____

Name: _____

Title: _____

Zach Neal
Zach Neal
Authorized Representative of
Expedition Water Solutions Colorado LLC

EXHIBIT A

DESCRIPTION OF THE PROPERTY

Legal Description of Parcel for Expedition Water Solutions

15 acres +/- situated in the Northwest 1/4 of Section 22, Township 2 North, Range 67 West of the 6th P.M. The property is currently in the Recorded Exemption process and a new legal and parcel number will be provided prior to Closing