

**AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY,
IMPROVEMENTS AND PERMITS**

This Agreement for Sale and Purchase of Real Property, Improvements and Permits (this "Agreement") is entered into to be effective as of September 7, 2018 (the "Effective Date") by and between NGL Water Solutions DJ, LLC, a Colorado limited liability company (together with its designated assigns, the "Purchaser"), and Irish Owl, LLC, a Texas limited liability company ("Seller").

RECITALS:

NOW, THEREFORE, in consideration of the premises and the mutual representations and covenants hereinafter set forth, the parties hereto agree as follows:

1. Agreement for Sale of the Property. On and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the following (collectively, the "Property"):

(a) That certain real property containing an aggregate of approximately 7.30 acres, more or less, as described on Exhibit A attached hereto and made a part hereof (the "Real Property"), which shall be the legal description used in the Special Warranty Deed from Seller to Purchaser, including all of the appurtenances belonging to the Real Property and all of Seller's right, title and interest in and to all easements, streets, alleys and other public or private ways adjacent thereto. The Real Property is also depicted on a copy of the survey on Exhibit B attached hereto and made a part hereof;

(b) All rights of Seller and Seller's interest in and to the fixtures and improvements (the "Improvements") situated upon the Real Property including, but not by way of limitation, those certain wells, casings, pipelines, buildings, structures, fixtures and other improvements of every kind and nature presently situated on, in or under or hereafter erected, installed or used in, on or about the Land, if any;

(c) All rights of Seller and Seller's interest in and to all the personal property (the "Personal Property") located on or about the Real Property and Improvements as of the date of Closing, if any; and

(d) All rights of Seller and Seller's interest in and to that certain Application for Permit to Drill corresponding to State of Colorado Oil and Gas Conservation Commission Document Number 401384112, that certain Oil and Gas Location Assessment corresponding to State of Colorado Oil and Gas Conservation Commission Document Number 401528735, that certain Underground Injection Formation Permit Application corresponding to State of Colorado Oil and Gas Conservation Commission Document Number 4015227627, and that certain Injection Well Permit Application corresponding to State of Colorado Oil and Gas Conservation Commission Document Number 4015227700, by and between State of Colorado Oil and Gas Conservation Commission, and Seller, copies of which are attached hereto as

Exhibit C, and any other permits Seller may be in the process of obtaining for the operation of a salt water disposal well on the Real Property (collectively, the “Permits”).

2. Purchase Price. The Purchase Price for the Property shall be the amount of [REDACTED] [REDACTED] payable by Purchaser at Closing (as hereinafter defined), in cash, by cashier’s or certified check, or by wire transfer of immediately available funds.

3. Due Diligence, Surveys; Title Commitments and Title Policies. Seller shall deliver to Purchaser upon the execution of this Agreement, any environmental site assessments, preliminary surveys, title commitments and any documents in connection with the Property Purchaser may reasonably request. Seller shall, at its sole cost and expense, provide to Purchaser a Survey and Title Commitment with respect to the Real Property from a title company (“Title Company”), in form and substance solely satisfactory to Purchaser, and shall otherwise reasonably cooperate with Purchaser (including providing and executing any documents or affidavits reasonably requested by Purchaser or the Title Company) with respect to Purchaser’s efforts, at the sole option and the sole cost and expense of Seller, to obtain a Title Policy with respect to the Real Property, in form and substance solely satisfactory to Purchaser. For purposes of this Agreement, the term “Survey” shall mean an up-to-date Category ALTA Land Title Survey for the Real Property, prepared by a surveyor licensed in the jurisdiction where the Real Property is located, and certified to Purchaser and the applicable Title Company. For purposes of this Agreement, the term “Title Commitment” shall mean a preliminary report on title, issued by the applicable Title Company, which preliminary report shall contain a commitment of the applicable Title Company to issue an owner’s title insurance policy on the most current form prescribed by the American Land Title Association (“Title Policy”), insuring the good and marketable fee simple title of Purchaser in the Real Property, with liability in the amount requested by Purchaser, together with such affirmative coverages and endorsements as Purchaser shall require. Notwithstanding anything to the contrary contained herein, with regard to Seller’s obligation to pay for the cost and expense for Purchaser to obtain the Title Policy, Seller shall only be responsible for the payment of the title insurance premium based on a policy amount not to exceed \$600,000.00.

4. Seller's Representations and Warranties. Seller represents and warrants as of the Effective Date of this Agreement, and at Closing shall be deemed to have represented and warranted as of the Closing Date to Purchaser that:

(a) Seller has full capacity, power and authority to enter into and perform this Agreement in accordance with its terms and the execution, delivery, and performance of this Agreement is valid and legally binding obligation of Seller;

(b) Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended;

(c) at the time of Closing, Seller shall have fee-simple title to the Real Property and the Real Property is free and clear from any liens or encumbrances of any sort whatsoever except for the encumbrances and title exceptions identified on the Title Commitment and Survey identified on Schedule 4(c) hereto (the "Permitted Exceptions");

(d) at the time of Closing, Seller shall have full ownership and rights to the Improvements, Personal Property and Permits free and clear from any liens or other third party rights, and Seller has the right, capacity and authority to convey all its right, title and interest in and to the Improvements, Personal Property and Permits to Purchaser in accordance with this Agreement;

(a) to Seller's knowledge there are no pending or threatened actions, suits, claims, legal proceedings or any other proceedings affecting the Real Property, or any portion thereof, at law or in equity, before any court or governmental agency, domestic or foreign;

(f) Seller has not entered into any other agreements for the sale, conveyance or other transfer of the Real Property or any part thereof and no person or entity has any right or option to acquire the Real Property, or any part thereof, from Seller;

(g) Seller has received no notice of any condemnation proceeding under the right of eminent domain, or to Seller's knowledge has any such proceeding been threatened, that affects the Real Property or any part thereof;

(h) As of the Closing, there will be no unpaid debts, liabilities or claims arising from the ownership and/or operation of the Real Property other than ad valorem taxes not yet due and payable;

(i) Except as may be allowed under any existing oil and gas leases or other Permitted Exceptions, there are no parties legally entitled to possession of the Real Property or of any part thereof, and no person has been granted any license, lease or other right relating to the use, occupancy or possession of the Real Property.

(j) no "hazardous substance" (as such terms are defined by applicable laws, rules and regulations), solid or waste, or other substances known or suspected to pose a threat to the health or environment has been disposed of or otherwise "released" (as such terms are defined by applicable laws, rules and regulations) by Seller on or to the Real Property, nor has such been allowed by Seller to exist on or with any portion of the Real Property with Seller's knowledge, nor has any prior usage by Seller occurred which violates any applicable laws, ordinance, or regulations including without limitation, environmental laws;

(k) Seller has not received any written notice from any governmental agency having jurisdiction over the Real Property, and has no other reason to believe, that the Real Property (x) is contaminated by (A) any "hazardous substance" or "hazardous waste" as such terms are

defined by applicable laws, rules and regulations, or (B) any petroleum based products, or (y) is otherwise in violation of any applicable laws, ordinance or regulations.

(l) No other consent, to Seller's knowledge, is required from any court, governmental entity, or other person in connection with the execution and performance of this Agreement except those consents and approvals described in this Agreement.

(m) From and after the date hereof, and until Closing or earlier termination of this Agreement, Seller shall not take any action, or omit to take any action, which action or omission would have the effect of violating any of the representations and warranties of Seller contained in this Agreement.

(n) After Closing, Seller and Purchaser agree to execute any other further documentation as may be required to transfer the Permits at no cost to Purchaser, it being understood that the Permits may remain in Seller's name after Closing until conclusion of all necessary approvals.

Subject to the foregoing representations and warranties, Grantor and Grantee agree that Grantee is taking the property "AS IS" with any and all latent and patent defects and that, other than as stated in this Agreement, there is no warranty by Grantor that the property has a particular financial value or is fit for a particular purpose. Grantee takes the property with the express understanding and stipulation that there are no express or implied warranties except as set forth in this Agreement.

5. Closing. The conveyance of the Property by Seller to Purchaser and the funding of the Purchase Price (the "Closing") shall occur in the office of Title Company, or such other location as mutually agreed by the parties, on October 15, 2018, or such earlier date as the parties may mutually agree.

(a) Seller, at Seller's sole cost and expense, shall deliver or cause to be delivered to Purchaser at the Closing the following:

(i) the duly executed and acknowledged Special Warranty Deed conveying to Purchaser the Property (the "Special Warranty Deed"), and such title instruments and affidavits as may be reasonably required by Purchaser or the Title Company to vest in Purchaser title to the Real Property, as provided herein. The form of the Special Warranty Deed is attached hereto as **Exhibit D**;

(ii) the duly executed and acknowledged Bill of Sale conveying the Personal Property (the "Bill of Sale"), and such title instruments and affidavits as may be reasonably required by Purchaser or the Title Company to vest in Purchaser title to the Personal Property, as provided herein. The form of the Bill of Sale is attached hereto as **Exhibit E**.

(iii) the duly executed and acknowledged Assignment and Assumption of Permits assigning all of Seller's right and interest in and to the Permits (the "Assignment"), and such title instruments and affidavits as may be reasonably required by Purchaser or the Title Company to vest in Purchaser title to the Permits, as provided herein. The form of the Assignment is attached hereto as Exhibit F.

(iv) possession of the Property;

(v) a certificate that Seller is not a "foreign person" as defined in the federal Foreign Investment in Real Property Act of 1980 in compliance with such federal tax law;

(vi) a closing statement (the "Statement") prepared by the Title Company that reflects all charges made pursuant to the terms of this Agreement;

(vii) evidence of authority reasonably acceptable to Purchaser and the Title Company reflecting that the person executing Seller's closing documents has been duly authorized by all requisite actions to do so for and on behalf of Seller; and

(viii) such other documents or instruments otherwise reasonably required to consummate the Closing of the transactions contemplated herein.

(b) Purchaser, at Purchaser's sole cost and expense, shall deliver or cause to be delivered the following:

(i) a cashier's check, wire transfer or other "good funds" acceptable to Seller in the amount of the Purchase Price;

(ii) a signed counterpart of the Statement;

(iii) a signed counterpart of the Bill of Sale;

(iv) a signed counterpart of the Assignment; and

(v) such other documents or instruments otherwise required to consummate the Closing of the transactions contemplated herein.

(c) Purchaser shall pay the cost of recording the Deed; one-half of the costs for tax certificates; prorations on or after the Closing Date; and Purchaser's attorneys' fees.

(d) Seller shall pay one-half of the costs for tax certificates; prorations to the Closing Date; and Seller's attorneys' fees.

(e) General real estate taxes and special assessments applicable to the Property will be prorated as of the date of Closing based on application of the preceding year's rates to the latest assessed valuation or statements issued to Seller for the current year's assessment, if available. The apportionment of said taxes is a final allocation and apportionment between the parties.

7. Notices. All notices required or permitted under this Agreement shall be given as follows:

If to Seller:

Irish Owl, LLC
153 Foster Street
Center, Texas 75935

With a copy to:

Mettauer Law Firm, PLLC.
Attn: Matthew D. Mettauer
403 Nacogdoches Street, Suite 1
Center, Texas 75935
matthew@mettauerlaw.com

If to Purchaser:

NGL Water Solutions, LLC
ATTN: VP Water
3773 Cherry Creek N. Drive, Ste. 1000
Denver, CO 80209
Jim.Winter@nglep.com

With a copy to:

NGL Energy Partners LP
ATTN: L, Ryan Collins, Legal Department
6120 S. Yale Ave., Ste. 805
918-236-4726 (direct)
Ryan.Collins@nglep.com

8. Default.

(a) If Seller materially breaches this Agreement, Purchaser may (a) terminate this Agreement and thereupon shall be entitled to a reimbursement from Seller of all of Purchaser's costs and expenses incurred by Purchaser in connection with negotiating and preparing this

Agreement, examining and inspecting the Property, and preparing for Closing (including, without limitation, all reasonable attorneys' fees), in a total amount not to exceed \$10,000.00 or (b) enforce specific performance hereof.

(b) If Purchaser materially breaches this Agreement, Seller may (a) terminate this Agreement and thereupon shall be entitled to a reimbursement from Purchaser of all of Seller's costs and expenses incurred by Purchaser in connection with negotiating and preparing this Agreement and preparing for Closing (including, without limitation, all reasonable attorneys' fees), in a total amount not to exceed \$10,000.00 or (b) enforce specific performance hereof.

(c) For purposes of this section, "materially breaches" shall mean willingly refusing to close the transaction under the terms hereof.

9. Miscellaneous.

(a) This Agreement contains the entire agreement between Seller and Purchaser with respect to the Property covered hereby, and no oral statements or prior written matter not specifically incorporated herein shall be of any force and effect. No variation, modification, or changes hereof shall be binding on either party hereto unless set forth in a document executed by such parties or a duly authorized agent, officer or representative thereof.

(b) This Agreement shall be construed under and in accordance with the laws of the State of Colorado. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability shall not affect the remainder of this Agreement, which shall continue in full force and effect.

(c) The headings contained in this Agreement are for convenience and reference only and in no way modify, interpret or construe the meaning of the parties.

(d) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but such counterparts shall together constitute one and the same instrument. The parties agree that this Agreement may be transmitted between them by electronic mail. The parties intend that faxed signatures constitute original signatures, and that a faxed copy of this Agreement containing the signatures (original or faxed) of all the parties is binding upon the parties.

(e) This Agreement shall be binding upon and inure to the benefit of the respective parties hereto and their successors and permitted assigns.

[The Remainder of This Page is Intentionally Left Blank]

EXECUTED on this the _____ day of _____, 2018 by Purchaser and Seller:

PURCHASER:
NGL WATER SOLUTIONS DJ, LLC

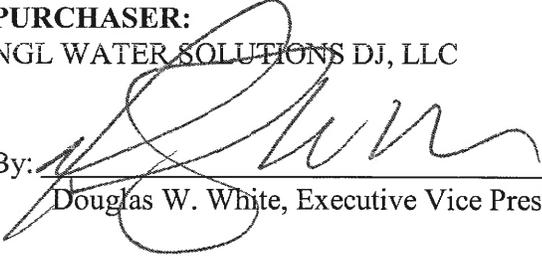
By: _____
Douglas W. White, Executive Vice President

SELLER:
IRISH OWL, LLC

By: 
Name: FREDERICK WULF II
Title: MANAGING PARTNER

EXECUTED on this the 7th day of September, 2018 by Purchaser and Seller:

PURCHASER:
NGL WATER SOLUTIONS DJ, LLC

By: 

Douglas W. White, Executive Vice President

SELLER:
IRISH OWL, LLC

By: _____
Name: _____
Title: _____

Exhibit "A"
to
Agreement for Sale and Purchase of Real Estate

DESCRIPTION OF THE REAL PROPERTY

Lot A of Recorded Exemption No. 0805-16-4-RE3634, recorded December 11, 2003 as Reception No. 3134327, being part of the E1/2 of Section 16, Township 6 North, Range 66 West of the 6th P.M., County of Weld, State of Colorado.

Exhibit "B"
to
Agreement for Sale and Purchase of Real Estate

SURVEY

Exhibit "C"
to
Agreement for Sale and Purchase of Real Estate

COPIES OF PERMITS

[Attached]

Executed as of this _____ day of _____, 2018.

GRANTOR:

IRISH OWL, LLC

By: _____

Printed Name: _____

Title: _____

STATE OF _____

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on _____, 2018, by _____, as _____, of Irish Owl, LLC, a Texas limited liability company.

Notary Public, State of _____

My Commission Expires:

Printed/Typed Name of Notary

After Recording Return To:
NGL Water Solutions DJ, LLC
3773 Cherry Creek North Drive, Suite 1000
Denver, Colorado 80209

Exhibit "A"
to
Special Warranty Deed

DESCRIPTION OF THE REAL PROPERTY

Lot A of Recorded Exemption No. 0805-16-4-RE3634, recorded December 11, 2003 as Reception No. 3134327, being part of the E1/2 of Section 16, Township 6 North, Range 66 West of the 6th P.M., County of Weld, State of Colorado.

Exhibit "E"
to
Agreement for Sale and Purchase of Real Estate

BILL OF SALE

STATE OF COLORADO	§	
	§	KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WELD	§	

That IRISH OWL, LLC, a Texas limited liability company ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid by NGL WATER SOLUTIONS DJ, LLC, a Colorado limited liability company ("Grantee") the receipt and sufficiency of which are hereby acknowledged and confessed, has SOLD, ASSIGNED, TRANSFERRED and DELIVERED and does by these presents SELL, ASSIGN, TRANSFER and DELIVER unto Grantee, all of Grantor's right, title and interest in and to the following described properties located on, and/or affixed to, and used in connection with, the buildings and wells (the "Improvements") situated on those certain lands (the "Real Property") in the County of Weld, State of Colorado, more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes, which Real Property has been conveyed by Grantor to Grantee by Special Warranty Deed of even date herewith:

(a) All equipment and personal property owned by Grantor which is located on or in the Real Property or the Improvements (collectively, the "Personalty").

TO HAVE AND TO HOLD the Grantor's rights, titles, and interests in and to the Personalty, unto the said Grantee, its successors and assigns, forever.

This assignment and transfer is made subject to those matters of record affecting the Property to the extent valid and enforceable.

Grantor and Grantee represent that they each have the full right, power, and authority to execute this Bill of Sale and to perform their respective obligations hereunder.

[Signature Page To Be Attached]

Exhibit "A"
to
Bill of Sale

DESCRIPTION OF THE REAL PROPERTY

Lot A of Recorded Exemption No. 0805-16-4-RE3634, recorded December 11, 2003 as Reception No. 3134327, being part of the E1/2 of Section 16, Township 6 North, Range 66 West of the 6th P.M., County of Weld, State of Colorado.

Exhibit "F"
to
Agreement for Sale and Purchase of Real Estate

ASSIGNMENT AND ASSUMPTION OF PERMITS

THIS ASSIGNMENT AND ASSUMPTION OF PERMITS ("**Assignment**") is made effective this ___ day of _____, 2018, by and between **IRISH OWL, LLC**, a Texas limited liability company ("**Assignor**"), and **NGL WATER SOLUTIONS DJ, LLC**, a Colorado limited liability company ("**Assignee**").

RECITALS

A. Assignor, as operator, is the holder of that certain Application for Permit to Drill corresponding to State of Colorado Oil and Gas Conservation Commission Document Number 401384112, that certain Oil and Gas Location Assessment corresponding to State of Colorado Oil and Gas Conservation Commission Document Number 401528735, that certain Underground Injection Formation Permit Application corresponding to State of Colorado Oil and Gas Conservation Commission Document Number 4015227627, and that certain Injection Well Permit Application corresponding to State of Colorado Oil and Gas Conservation Commission Document Number 4015227700 (collectively, the "**Permits**"), issued by the State of Colorado Oil and Gas Conservation Commission, relating to the real property described on the attached Exhibit "A" (the "**Property**"), which Property has been conveyed to Assignee by Assignor by Special Warranty Deed of even date herewith. Copies of the Permits are attached hereto as Exhibit "B".

B. Assignor has agreed to assign the Permits to Assignee in connection with Assignor's sale of the Property to Assignee.

THEREFORE, in consideration of TEN DOLLARS and other valuable consideration, the receipt and sufficiency of which Assignor acknowledges, Assignor does hereby SELL, ASSIGN, TRANSFER, AND DELIVER to Assignee the Permits, all of Assignor's right, title, and interest in and to the Permits, and all of the rights, benefits and privileges of the operator thereunder (collectively, the "**Assigned Rights**"); TO HAVE AND TO HOLD all and singular the Permits unto Assignee, its successors and assigns, and Assignor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Permits and other Assigned Rights unto Assignee, its successors and assigns, against every person whomsoever lawfully claiming or attempting to claim same, or any part thereof, by through or under Assignor, but not otherwise.

Assignor states that no other assignment by Assignor exists in connection with the Permits or Assigned Rights.

Assignor represents, warrants, covenants, and agrees that Assignor has performed and discharged any and all obligations of Assignor under the Permits arising prior to the effective date of this Assignment. ASSIGNOR AGREES TO INDEMNIFY AND HOLD HARMLESS ASSIGNEE FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, OR CAUSES OF ACTION EXISTING IN FAVOR OF OR ASSERTED BY THE STATE OF COLORADO OIL AND GAS CONSERVATION COMMISSION UNDER THE PERMITS AND ARISING OUT OF OR RELATING TO ASSIGNOR'S FAILURE TO PERFORM ANY OF THE OBLIGATIONS UNDER THE SAID PERMITS, ARISING OR ACCRUING PRIOR TO THE DATE OF THIS ASSIGNMENT, BUT NOT OTHERWISE.

Assignee assumes all liability, obligations, and duties to perform all of the terms and conditions of the Permits on the part of the Assignor to be performed on and after the date of this Assignment, and Assignee covenants and agrees to discharge any and all obligations of Assignor under the Permits arising after the effective date of this Assignment. ASSIGNEE AGREES TO INDEMNIFY AND HOLD HARMLESS ASSIGNOR FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, OR CAUSES OF ACTION EXISTING IN FAVOR OF OR ASSERTED BY THE STATE OF COLORADO OIL AND GAS CONSERVATION COMMISSION UNDER THE PERMITS AND ARISING OUT OF OR RELATING TO ASSIGNEE'S FAILURE TO PERFORM ANY OF THE OBLIGATIONS UNDER THE SAID PERMITS, ARISING AFTER THE DATE OF THIS ASSIGNMENT, BUT NOT OTHERWISE.

Assignee and Assignor agree to execute any other further documentation as may be required to transfer the Permits and Assigned Rights at no cost to Assignor.

All of the covenants, terms and conditions set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns, and legal representatives.

[Signature Page To Be Attached]

Exhibit "A"
to
Assignment and Assumption of Permits

DESCRIPTION OF THE REAL PROPERTY

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Exhibit "B"
to
Assignment and Assumption of Permits

COPIES OF PERMITS

[Attached]