

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made and is effective this 2nd day of April, 2010, by and between, GOODWIN SERVICES, INC., a Colorado Corporation, whose address is 661 24 1/2 Road, Grand Junction, CO 81505 ("Landlord") and TC OPERATING LLC, a Colorado limited liability company, whose address is 518 17th Street, Suite 765, Denver, Colorado 80202 ("Tenant").

WHEREAS, Landlord is the owner of certain real property located in Mesa County, Colorado, described as:

Lot 4, Section 35, Township 13 South, Range 98 West, 6th P.M., and
Lot 1 and NE1/4 NE1/4, Section 2, Township 14 South, Range 98 West, 6th P.M.;

commonly known and numbered as 5180 Hwy 50, Whitewater, Colorado, Tax Schedule No. 3201-354-00-022 (the "Property"); and

WHEREAS, Tenant wishes to lease a portion of the Property consisting of approximately 70 acres, said portion described in Exhibit A attached hereto and made a part hereof by this reference (the "Leased Premises") for the purposes set forth herein; and

WHEREAS, Landlord owns the mineral rights underlying the Leased Premises and has the rights to lease the Leased Premises for purposes of establishing evaporation ponds and drilling wells for the disposal of saltwater and other exploration and production waste from oil and gas operations; and

WHEREAS, Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth,

THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, it is agreed:

1. Term.

1.1. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord for an "Initial Term" of ten (10) years beginning upon the date that Landlord and Tenant have received all approvals, including an amended Certificate of Designation and conditional use permit, for the construction and operation of the evaporation ponds on the Leased Premises contemplated herein.

1.2. Tenant may renew the Lease for one extended term of five (5) years. Tenant shall exercise this renewal option by giving written notice to Landlord not less than one hundred and eighty (180) days prior to the expiration of the Initial Term. The renewal term shall be at the rental and Throughput Fee set forth in Sections 2.2 and 2.3, below, and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

2.4. In the event that, for a period of any three consecutive months, the Throughput Fees paid are greater than fifteen percent (15%) of the gross revenue received by Tenant for the disposal of saltwater, liquids and other fluids on the Leased Premises, the Throughput Fee shall be reduced in subsequent months so that it is ten percent (10%) of gross revenues. Tenant shall provide Landlord with financial statements reviewed by an independent certified public accountant showing the gross revenues for the months in question and all subsequent months in which the Throughput Fee continues at ten percent (10%) of gross revenues. This reduction in the Throughput Fees shall continue until the Throughput Fee calculated as ten percent (10%) of gross revenues exceeds \$0.25 per barrel, at which point it will be re-set to a \$0.25 per barrel maximum.

In the event the gross revenues received by Tenant for the disposal of salt water, liquids and other fluids on the Leased Premises equal or exceed an average of \$6.50 per barrel for any period of three consecutive months, the Throughput Fees in subsequent months shall be ten percent (10%) of gross revenues, continuing for so long as gross revenues equal or exceed \$6.50 per barrel. This increase in the Throughput Fee shall continue until gross revenues are less than an average of \$6.50 per barrel, at which point it will be re-set to a \$0.25 per barrel maximum.

2.5. The rental for any renewal lease term as permitted under this Lease shall be as agreed upon by the parties hereto at least 120 days prior to the end of the Initial Term, but shall not exceed 150% of the rental applicable during the initial term of the Lease.

3. Leased Premises.

3.1. The Leased Premises shall comprise an area of approximately seventy (70) acres located as shown in Exhibit A, which is attached hereto and is made a part of this Lease. The more exact number and description of acres will be determined by the amended Certificate of Designation, conditional use permit or site plan for Tenant's operations on the Leased Premises as ultimately approved by Mesa County.

4. Use and Environmental Issues.

4.1. It is understood that Tenant shall use the Leased Premises to deposit, dispose of and store saltwater, liquids and other fluids recovered from producing or shut-in oil and gas wells. Tenant's activities may include, among others, enhanced as well as natural evaporation of the liquids and fluids in ponds or tanks at the surface; building, erecting and maintaining storage ponds, tanks and other containment facilities for such liquids and fluids; the drilling of one or more disposal wells for the purpose of disposing of such liquids and fluids underground; and building and maintaining the related pipelines, flow lines and other facilities. Any other activity is not permitted under the Lease unless it is agreed in writing by Landlord. In no event shall Tenant use the Leased Premises, or solicit the customers of Goodwin Services, Inc., to conduct any business in direct competition with the business of Goodwin Services, Inc. which is concurrently being conducted on the Property, namely the processing and disposal of sanitary waste products.

24. Entire Agreement.

24.1. This Lease agreement terminates and supersedes all prior understanding or agreements on the subject matter hereof, and shall constitute the entire agreement between the parties thereto. This Lease agreement may be modified only in writing duly executed by both Tenant and Landlord.

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

LANDLORD:
GOODWIN SERVICES, INC.

By: Brent L. Gale
Name: Brent L. Gale
Its: President

~~THOMAS A. POOLE~~

~~Individually~~

~~JAMES CRAIG CREEL~~

~~Individually~~

TENANT:
TC OPERATING LLC

By: Thomas A. Pool
Name: Thomas A. Pool
Manager