

Surface Use Agreement

This Surface Use Agreement (the "Agreement") is made and entered into this 6th day of November, 2014 ("Effective Date") between NGL Water Solutions DJ, LLC, ("User") and Booth Land & Livestock, LLC ("Grantor"). User and Grantor may individually be referred to as a "Party" and collectively as "Parties."

Recitals

- A. Except as otherwise stated in this Agreement, Grantor owns a parcel of approximately 26.1 acres within SWSE Sec 35-T7N-R65W, known as Weld County Parcel #070935000012, hereinafter, the "Property".
- B. User intends to develop a water disposal facility located on the Property for the purpose of treating and disposing of water produced in conjunction with oil and gas production (the "Water Facility").
- D. Up to and including the date of closing and possession, Grantor wishes to allow User to access the Property for all purposes related to the planning and development of the Water Facility and site construction requirements, in an effort to assist User in fulfilling its Purpose (defined below), and User wishes to perform such actions.

Terms and Conditions

NOW, THEREFORE, IN CONSIDERATION of \$\$\$ and for the mutual promises, conditions and agreements contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties hereby mutually agree as follows:

1. Grant and Scope of Access Rights.

1.1 Subject to the terms and conditions of this Agreement, Grantor hereby grants and conveys to User and its employees, agents, contractors, and subcontractors the right to access, for the term set out below, in, on and over the Property to access, survey, and store equipment in accordance with the terms of this Agreement for the purpose of planning and designing a Water Facility (the "Purpose").

1.2 Rights-of-Way. Grantor grants and conveys to User and its employees, agents, contractors and subcontractors, for the term set out below, the rights-of-way necessary for the access, survey, staking and construction planning and design by User pursuant to this Agreement. Grantor acknowledges and agrees that User may use any and all such rights-of-way on the Property for the purpose of planning site construction.

1.3 Grantor's Uses. Notwithstanding the foregoing, User agrees, to the extent practicable, not to affect the Property in a manner that is materially adverse to Grantor's agricultural, ranching, mining, oil and gas extraction, generation of electricity, installation of utilities, recreational improvements, or any other legal use of the Property.

2. Reclamation. Upon termination of this Agreement for any reason, User shall, remove all of its equipment and property and reclaim, as closely as reasonably practicable, the surface of the Property affected by User, to the condition that existed prior to User's activities, including re-contouring and reseedling all areas disturbed on the Property.

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3. Grantor's Representations and Warranties. Grantor ~~warrants and~~ represents that it holds all rights, title and interests in the Property, subject only to the easements, rights-of-way, covenants, and encumbrances, if any, relating to the Property as shown of record in Weld County, Colorado.

4. Term. The initial term of this Agreement shall commence on the Effective Date and shall expire three (3) months thereafter ("Initial Term"). Upon the expiration of the Initial Term, this Agreement shall automatically renew for ~~one (1)~~ ^{three (3)} additional periods of ~~one (1)~~ ^{three (3)} months each, unless User or Grantor provides to the other at least fifteen (15) days prior written notice to terminate prior to the end of the then current term ("Renewal Term"). The Initial Term and any Renewal Term shall be referred to as "Term."

5. Termination. Grantor may terminate this Agreement if User defaults on any of User's obligations and requirements under this Agreement, provided, however, that such failure or default shall not terminate this Agreement or constitute a forfeiture of the rights granted herein unless written notice of such default, by certified or registered mail, is delivered to User, and User fails to remedy such default within thirty (30) days after receipt of said notice.

6. Indemnification/Waiver of Consequential Damages.

6.1 User shall protect, defend, indemnify and hold harmless Grantor from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all court costs and reasonable attorney's fees (collectively, "Claims"), for injury to or death of any person, or for damage to any property, which is caused by User's negligence or willful misconduct or for the violation of any law or regulation by User or its agents.

~~6.2 Grantor shall defend, indemnify and hold User harmless from and against any and all Claims for injury to or death of any person, or for damage to any property, which is caused by Grantor's negligence or willful misconduct.~~

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~~6.3 Waiver of Consequential Damages. Notwithstanding any provision to the contrary in this Agreement, Grantor and User agree that neither Party shall be liable to the other for any consequential, incidental or indirect damages, including but not limited to, loss of profit, loss of production, revenue, or anticipated business.~~

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7. Choice of Law. This Agreement shall be governed by the laws of the State of Colorado without regard to conflict of law principles, and shall be binding on the Parties and their successors and assigns. The exclusive jurisdiction and venue for any action brought in connection with this Agreement shall be the state or federal courts location in Denver, Colorado.

8. Miscellaneous Provisions.

8.1 Notices. All notices required hereunder shall be in writing and shall be given by depositing the same in the United States mail, addressed to the Party to be notified, postage prepaid and registered or certified with return receipt requested, by overnight courier, or by delivering the same in person to such Party or by facsimile or electronically to the address below. Notice shall be deemed given and effective the day personally delivered, the date after being sent by overnight courier or three (3) business days after deposit in the U.S. mail of a writing addressed as provided below and sent first class mail, certified, return receipt requested, or when actually received, if earlier, upon receipt of any email confirmation or electronic transmission receipt. Any Party may change the address for notice by notifying the other of such change in accordance with this Section.

Grantor

Attn: Gary & Mark Booth
Booth Land & Livestock, LLC
33071 US Highway 85
Lucerne, CO 80646
Telephone: (970) 353-7055
E-Mail: boothll@what-wire.com

User

Attn: Ryan Surroz
NGL Water Solutions DJ, LLC
3773 Cherry Creek North Drive, Suite 1000
Denver, CO 80209
Telephone: (303) 815-1010
E-Mail: ryan.surroz@nglep.com

8.2 Amendments. No amendment or modification of this Agreement shall be effective unless it is in writing and signed by an authorized representative of each Party.

8.3 Counterparts. This Agreement may be executed in multiple counterparts, no one of which need be executed by all parties hereto, each of which shall constitute an original. Counterparts thus executed shall together constitute one and the same instrument. Any electronic signatures transmitted by facsimile or in portable document format (.pdf) shall be deemed an original.

This Agreement is hereby executed by a duly authorized representative of each Party as of the Effective Date.

Grantor: Booth Land & Livestock, LLC

User: NGL Water Solutions DJ, LLC

By: Mark Booth

Printed Name: Mark Booth

Title: Manager

Date: 11/5/14

By: RJ

Printed Name: Ryan Surroz

Title: Vice President

Date: 11/6/14