

Structure Agreement

This Structure Agreement (this "Agreement") is entered into as of June 4, 2020, between Cedar Creek Wind Energy, LLC, a Colorado limited liability company ("**Cedar Creek I**"), Cedar Creek II, LLC, a Colorado limited liability company (together with Cedar Creek I, "**Cedar Creek**") and Colorado Sand Company LLC, a Delaware limited liability company ("**Colorado Sand**").

RECITALS

WHEREAS, Cedar Creek owns an overhead electric transmission line located along the northern edge of Section 12, Township 02 North, Range 64 West and Sections 7 and 8, Township 02 North, Range 63 West, approximately 3.5 miles northeast of the town of Keenesburg, Colorado, as further depicted on Exhibit A attached hereto (such transmission line together with related equipment and property, including without limitation the associated towers and wires, the "**Transmission Line**").

WHEREAS, Colorado Sand has filed a permit application dated March 5, 2020, File No. M-2019-058 for Keenesburg No. 2 Mine to [engage in mining activities within the area identified on Exhibit A] (the "**Proposed Mining Area**").

WHEREAS, the Transmission Line is within 200 feet of the Proposed Mining Area.

WHEREAS, the State of Colorado, Division of Reclamation, Mining and Safety ("**Division**") requires that where a mining operation will adversely affect the stability of any significant, valuable and permanent man-made structure located within two hundred (200) feet of the affected land, the Applicant shall provide a notarized agreement between the mining operation applicant and the person(s) having an interest in the structure which specifies that the mining operation applicant is to provide compensation for any damage to such structure or otherwise satisfy Construction Materials Rule 6.3.12 and Rule 6.4.19 & Hard Rock/Metal Mining Rule 6.3.12 and Rule 6.4.20, as applicable.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein and the benefits to be derived by each party hereto together with other consideration, the sufficiency and adequacy of which are hereby acknowledged, Cedar Creek and Colorado Sand hereby agree as follows:

AGREEMENT

1. Colorado Sands confirms that while the Transmission Line is within 200 feet of the Proposed Mining Area where Colorado Sand's mining activities may have an adverse effect on the stability of the Transmission Line, Colorado Sands has determined in accordance with prudent industry practices that its Mining Activities (as defined below) are not reasonably expected to have a material adverse effect on Cedar Creek's ability to use and operate the Transmission Line.

2. No later than ten (10) days following Colorado Sand's receipt of reasonable evidence of damages incurred by Cedar Creek to the Transmission Line, Colorado Sand shall compensate Cedar Creek in immediately available funds in U.S. Dollars by wire transfer or as otherwise agreed by Cedar Creek for any damage from Colorado Sand's or its affiliate's, sub-lessee's, contractor's or agent's activities with respect to their activities in the Proposed Mining Area ("**Mining Activities**"). Cedar Creek may, at its sole discretion, repair or arrange and pay for any repairs required as a result of or in connection with damage to the Transmission Line arising from the Mining Activities, and Cedar Creek may bill Colorado Sand for such repairs, which Colorado Sands agrees to timely reimburse Cedar Creek in accordance with this Section 2. Furthermore, no blasting shall be conducted and no explosive material shall be used in the Proposed Mining Area.

3. In connection with the Mining Activities, Colorado Sand shall (i) comply with all federal, state and local rules, laws and regulations, environmental and otherwise, including without limitation any setback requirements, (ii) conduct all Mining activities in accordance with prudent industry practices and in a manner that will minimize the impact on Cedar Creek's use and operation of the Transmission Line, and (iii) shall promptly notify Cedar Creek in writing if it determines that any of its anticipated or planned Mining Activities will impact or affect the Transmission Line, and in such event, Colorado Sand shall take into account reasonable requests of Cedar Creek and will act in accordance with prudent industry practices and in good faith to avoid any impact on, or damage to, the Transmission Line and to minimize any impact on, or damage to, the area within 200 feet of the Transmission Line.

4. Colorado Sand shall indemnify and hold Cedar Creek and its affiliates' and its and their officers, directors, employees, agents, heirs, and successors, harmless and free from liability from all claims, liabilities, demands, suits, losses, damages, causes of action and costs (including without limitation, any reasonable attorney fees) arising from damages to the Transmission Line that arise out of or are attributable to the Mining Activities, including without limitation lost revenue from the sale of power produced by Cedar Creek that must travel across

the Transmission Line as a result of the Transmission Line being inoperable as long as Cedar Creek is using commercially reasonable efforts to get the Transmission Line operational, and further documented by a statement showing revenue received during the same periods in the years immediately prior to the damage and the subsequent loss, in a form reasonably acceptable to Colorado Sand.

5. WAIVER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR (A) LOST REVENUES AS PROVIDED IN SECTION 4, (B) DAMAGES CAUSED BY COLORADO SAND'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (C) DAMAGES CLAIMED BY A THIRD PARTY FOR WHICH COLORADO SAND OWES AN INDEMNIFICATION OBLIGATION UNDER SECTION 4, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR, AND EACH PARTY RELEASES THE OTHER FROM LIABILITY ATTRIBUTABLE TO, ANY INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES, ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, OR DEFAULT IN THE PERFORMANCE HEREOF, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), WARRANTY OR ANY OTHER LEGAL THEORY.

6. Colorado Sand shall keep its operations insured in accordance with prudent industry practices and shall maintain a current paid policy or policies of general comprehensive liability and property damage insurance on an occurrence form in a minimum amount of \$5,000,000 per occurrence and in the aggregate with no limit for liability arising from explosion, collapse or underground property damage. Such policies shall be endorsed to include Cedar Creek, its affiliates, and their respective officers, directors, and employees as additional insureds. Upon Cedar Creek's request, Colorado Sands shall provide Cedar Creek with insurance certificates evidencing the insurance coverages required pursuant to this Section 6.

7. Each party hereto represents that it has the full right and authority to enter into this Agreement.

8. The terms, covenants and conditions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns. Colorado Sand shall not assign its rights, interest or obligations hereunder without Cedar Creek's prior written consent.

9. This Agreement shall become effective when it is fully executed and shall remain in full force and effect until Colorado Sand's Mining Operations cease permanently and Colorado Sands has completed all reclamation activities required by applicable law with respect to the property; provided expiration of this Agreement shall not relieve Colorado Sands of

obligations that by their nature should survive such expiration, including without limitation indemnities which obligation shall survive for the period of the applicable statute of limitation.

10. In the event any of the terms or covenants of this Agreement shall be held invalid, illegal, or unenforceable by any court or administrative body having jurisdiction, all other terms, covenants, and conditions of this Agreement not adversely affected thereby shall remain in force and effect; provided, however, that the parties hereto shall negotiate in good faith to attempt to implement an equitable adjustment in the provisions of this Agreement with a view toward effecting the purposes of this Agreement by replacing the provision that is held invalid, illegal, or unenforceable with a valid provision the economic effect of which comes as close as possible to that of the provision that has been found to be invalid, illegal or unenforceable.

11. This Agreement shall not be amended except by a written agreements signed by all parties hereto.

12. Notices required by this Agreement shall be in writing and shall be addressed to the other party at the addresses specified below, as either party may update its address(es) from time to time by written notice to the other party. Notice shall either be hand delivered or delivered by electronic mail with a copy mailed via overnight service with signature required upon receipt, to the representative of the other party. Any such notice shall be deemed to have been received by the close of the business day on which it was hand delivered or received by the other Party electronically (excluding any automatic replies), unless hand delivered or transmitted after such close of business in which case it shall be deemed received at the close of the next business day.

Notices to Cedar Creek I:

Cedar Creek Wind Energy C/o Leeward Renewable Energy
Attn: Legal
6688 North Central Expressway
Suite 500
Dallas, TX 75206
Email: Legal@LeewardEnergy.com

Notices to Cedar Creek II:

BP Wind Energy

201 Helios Way
Houston, TX 77079

Attn: Christopher Pilarczyk

Email: Christopher.Pilarczyk@bp.com

Notices to Colorado Sand:

2001 Kirby Drive, Suite 360
Houston, TX
77019
Attn: David Patterson

13. This Agreement is not intended to, nor shall it be interpreted to create a joint venture, partnership or any other relationship between Cedar Creek and Colorado Sands.

[The remainder of this page has intentionally been left blank]

14370612_v7

NOTARY FOR PERMIT APPLICANT

ACKNOWLEDGED BY:

Applicant: Colorado Sand Company LLC

Representative Signature:

David Patterson

Representative Name (Printed): Dave Patterson

Title: Co-President

Date: 4 June 2020

STATE OF: Texas
COUNTY OF: Harris) ss.

The foregoing was acknowledged before me this 4th day of June, 2020,
by

David Patterson as Co-President of Colorado Sand Co.

Ave Maria Garza My Commission Expires: May 5, 2023
Notary Public



NOTARY FOR STRUCTURE OWNER

ACKNOWLEDGED BY:

Structure Owner: Cedar Creek Wind Energy, LLC

Representative Signature:

[Signature]

Representative Name (Printed):

Andrew Flanagan

Title:

SVP

Date:

6/2/20

STATE OF: TEXAS

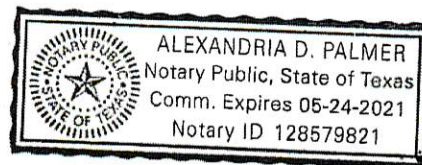
) ss.

COUNTY OF: Dallas

The foregoing was acknowledged before me this 2nd day of June, 2020,
by

Andrew Flanagan as Sr. Vice President of Cedar Creek Wind Energy LLC

Alexandria D. Palmer My Commission Expires: 05/24/2021
Notary Public



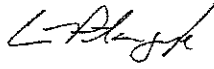
NOTARY FOR STRUCTURE OWNER

ACKNOWLEDGED BY:

Structure Owner: Cedar Creek II, LLC

By: Cedar Creek Holdings II LLC

Representative Signature:

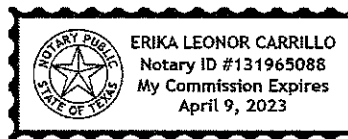


Representative Name (Printed): Chris Pilarczyk

Title: Vice President of Cedar Creek II Holdings, LLC

Date: 03 June 2020

STATE OF: Texas
COUNTY OF: Harris) ss.



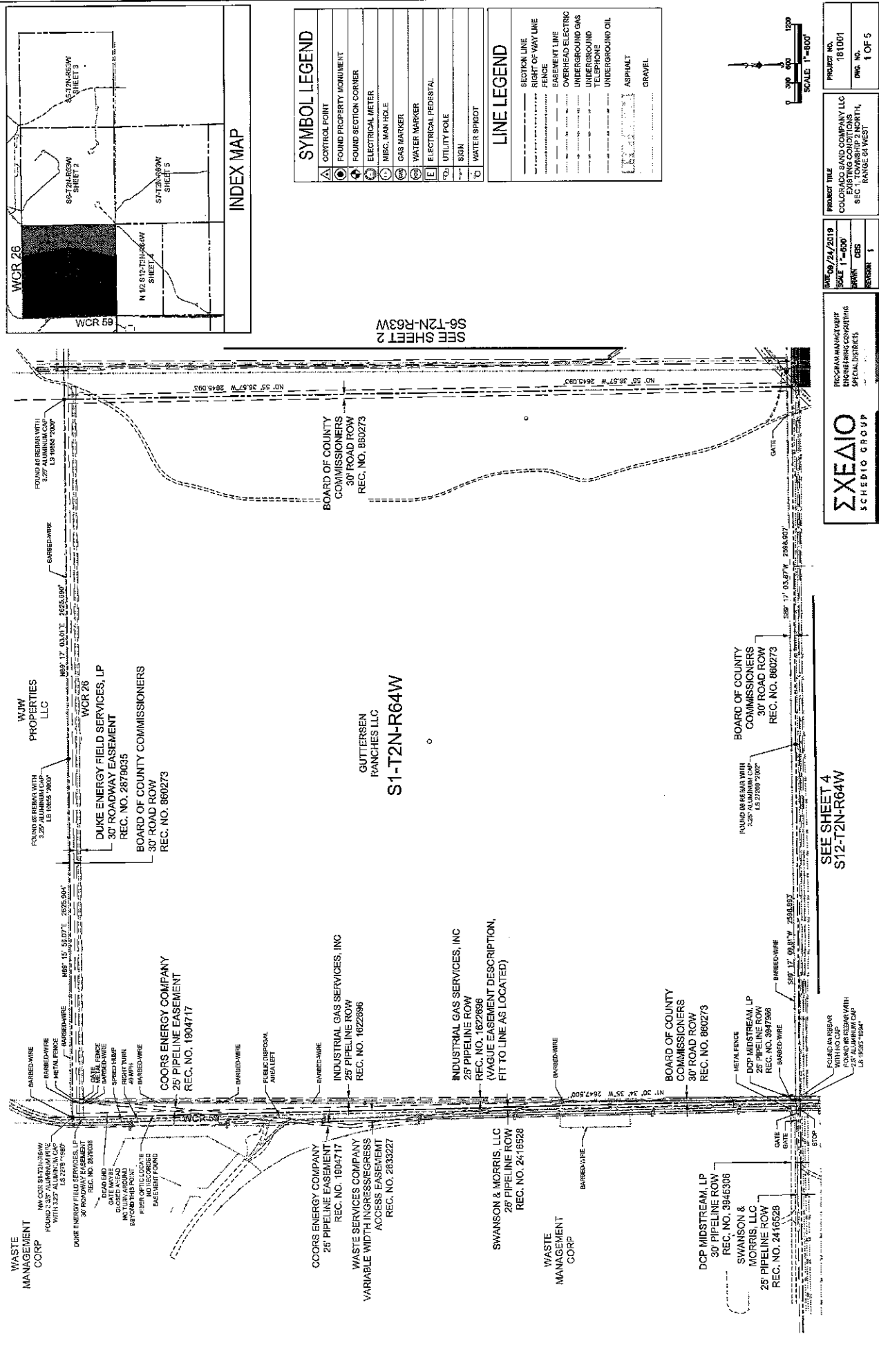
The foregoing was acknowledged before me this 3rd day of June, 2020,
by Chris Pilarczyk, as Vice President of Cedar Creek II Holdings LLC, sole member of Cedar
Creek II, LLC.
























My Commission Expires: 09 April 2023
Notary Public

EXHIBIT A
to
Structure Agreement

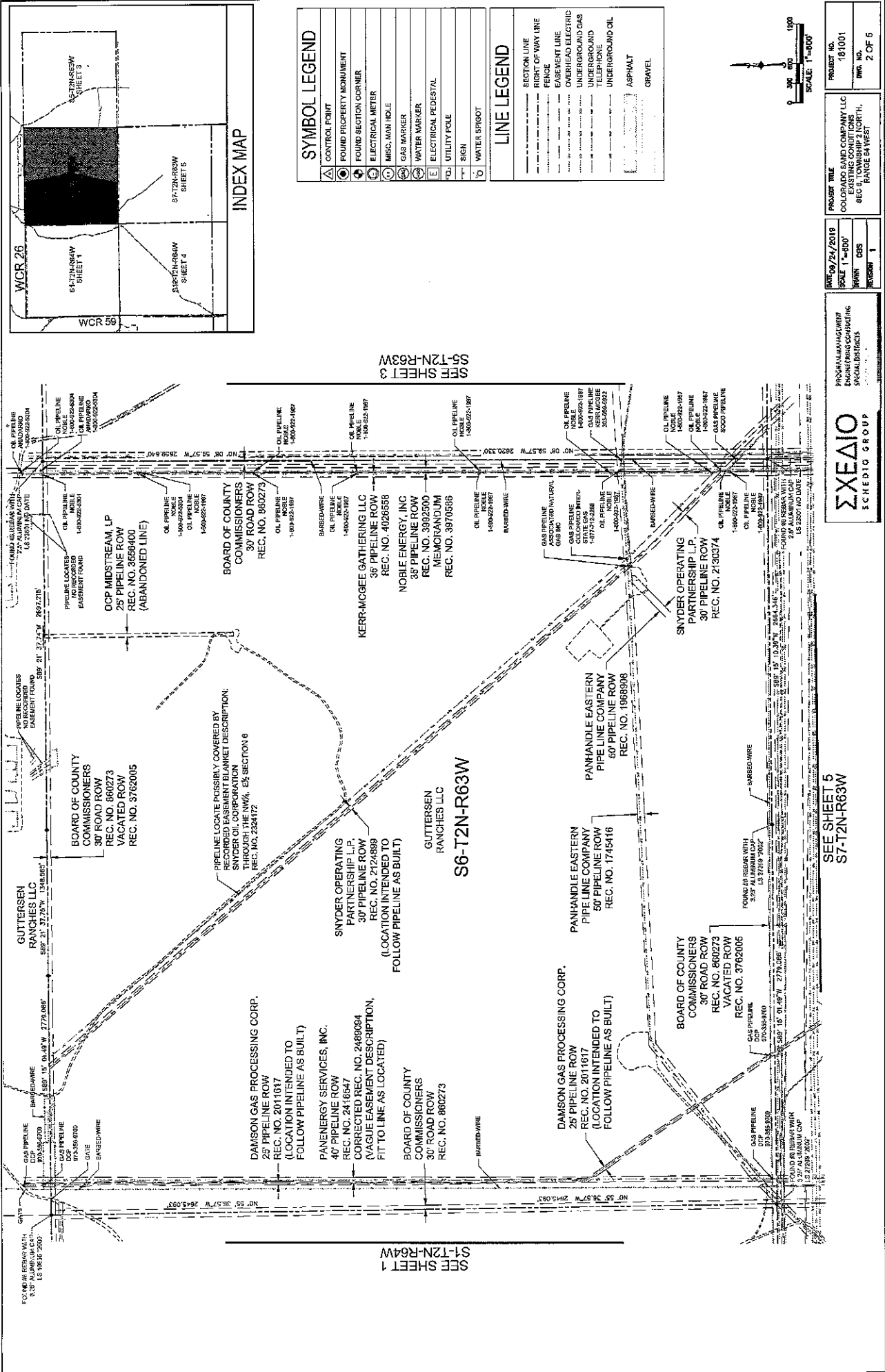
See attached.

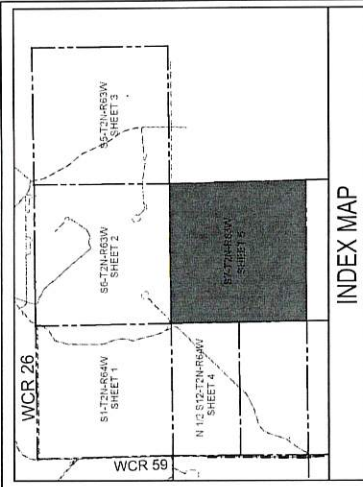


SYMBOL LEGEND	
	CONTROL POINT
	FOUND PROPERTY MONUMENT
	FOUND SECTION CORNER
	ELECTRICAL METER
	MISC. MAN HOLE
	GAS MARKER
	WATER MARKER
	ELECTRICAL PEDISTAL
	UTILITY POLE
	SIGN
	WATER SPRINKIT
LINE LEGEND	
	SECTION LINE
	RIGHT OF WAY LINE
	FENCE
	EASEMENT LINE
	OVERHEAD ELECTRIC
	UNDERGROUND GAS
	UNDERGROUND TELEPHONE
	UNDERGROUND OIL
	ASPHALT
	GRAVEL

SX E A I O	PROGRAM MANAGER ENGINEERS CONSULTING SPECIAL DISTRICTS	DATE: 09/24/2019	PROJECT TITLE	PROJECT NO.
SCHIEDO GROUP		SCALE: 1"=400'	COLORADO SAND COMPANY LLC EXISTING CONDITIONS SIC RANGE EAST NORTH, SIC RANGE WEST	181001
		SPAWN: CDS		DWG. NO:
		REVISION: 1		1 OF 5

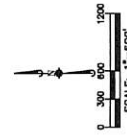
SEE SHEET 4
S12-T2N-R64W



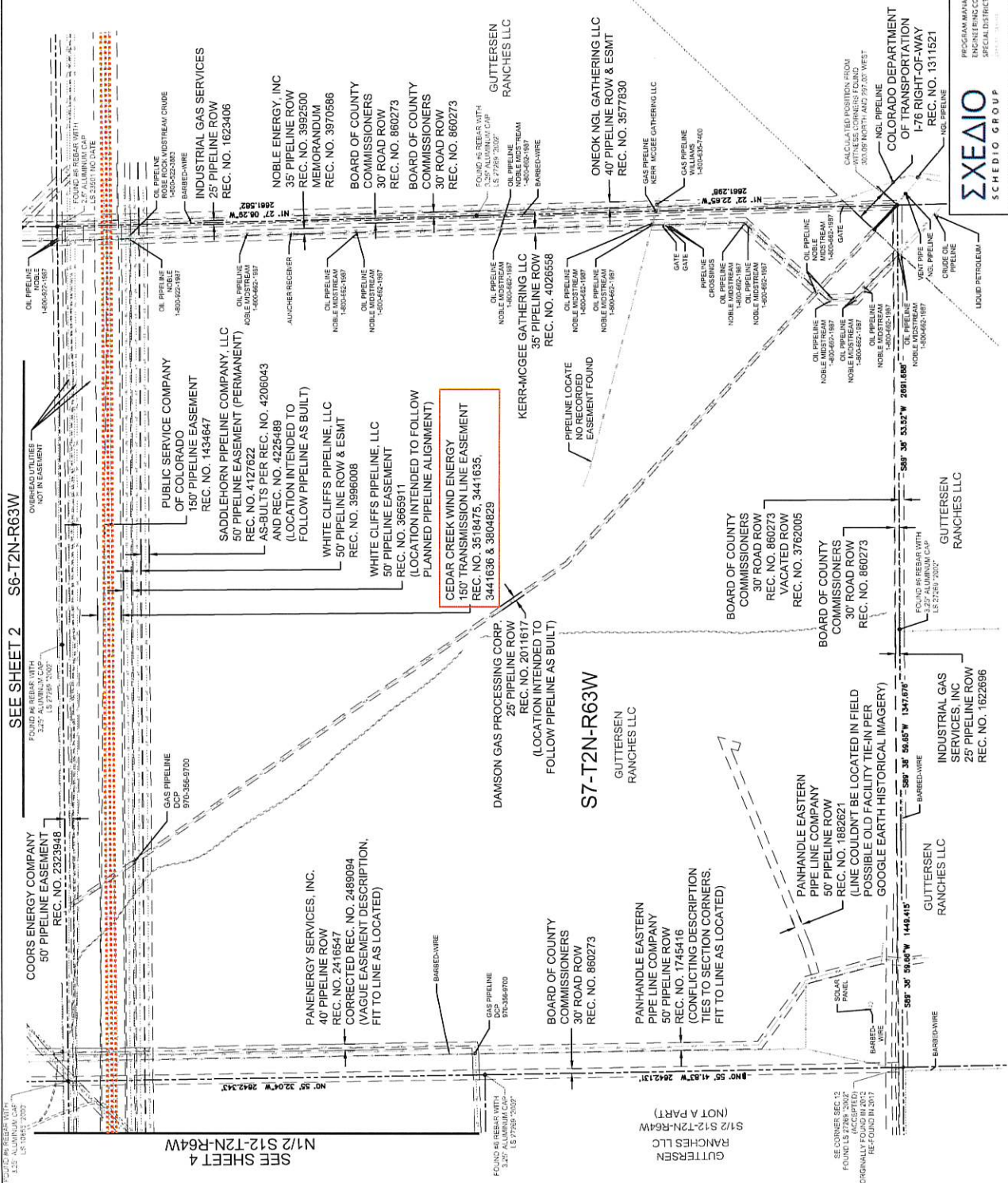


SYMBOL LEGEND	
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	FOUND SECTION CORNER
	ELECTRICAL METER
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	GAS MARKER
	WATER MARKER
	ELECTRICAL PEDESTAL
	UTILITY POLE
	SIGN
	WATER SPIGOT

LINE LEGEND	
	SECTION LINE
	RIGHT-OF-WAY LINE
	EASEMENT LINE
	OVERHEAD ELECTRIC
	UNDERGROUND GAS
	UNDERGROUND TELEPHONE
	UNDERGROUND OIL
	ASPHALT
	GRAVEL



PROJECT NO.	181001
DWG. NO.	5 OF 5
DATE: 09/24/2019	PROJECT TITLE
SCALE: 1"=600'	COLORADO SAND COMPANY LLC
SHEET: 5	EXISTING CONDITIONS
SECTION: CBS	SEC 7, TOWNSHIP 2 NORTH,
REGION: 1	RANGE 64 WEST



ΣXEΔIO
S C H E D I O G R O U P

PROGRAM MANAGEMENT
ENGINEERING CONSULTING
SPECIAL DISTRICTS



Date: March 25, 2020

To: Molson Coors Brewing Company
1801 California Street, #4600
Denver, CO 80202

From: Schedio Group LLC
Timothy A. McCarthy
808 9th Street
Greeley, CO 80631

Subject: Division of Reclamation, Mining and Safety - Structure Agreement for Keenesburg No. 2 Mine (Permit No. M-2019-058)

To Molson Coors Brewing Company:

Enclosed is a Structure Agreement for your review and notarized signatures. The Structure Agreement is a requirement of the Colorado Division of Reclamation, Mining and Safety (DRMS), and is intended to protect structure owners in the event that a structure is damaged due to the mining operation.

In this case, the structures of interest are natural gas pipelines located along the west edge of Section 1, and along the north and west edges of Section 12, Township 02 North, Range 64 West, along the north, east, and south edges of Section 7, and in the southeast quarter of Section 5, Township 02 North, Range 63 West, approximately 3.5 miles northeast of the town of Keenesburg, Colorado.

If you have any questions, please feel free to call or email me anytime. My phone number is (303) 968-7677 and my email address is tmccarthy@schediogroup.com. In addition, our contact at DRMS for this project is Mr. Brock Bowles. Mr. Bowles may be reached at (303) 866-3567 x8142 and brock.bowles@state.co.us.

The request is that you both sign, in the presence of a notary, and return the attached Structure Agreement to me via email tmccarthy@schediogroup.com or mail:

Schedio Group LLC
Timothy A. McCarthy
808 9th Street
Greeley Colorado 80631.

Our hope is to submit outstanding items, including the above referenced Structure Agreement, to DRMS by April 8, 2020.

Thank you both very much!

Respectfully,

Timothy A. McCarthy, P.E.
Owner Schedio Group LLC

Structure Agreement

This letter has been provided to you as the owner of a structure on or within two hundred (200) feet of a proposed mine site. The State of Colorado, Division of Reclamation, Mining and Safety ("Division") requires that where a mining operation will adversely affect the stability of any significant, valuable and permanent man-made structure located within two hundred (200) feet of the affected land, the Applicant shall either:

- A. Provide a notarized agreement between the Applicant and the Person(s) having an interest in the structure, that the Applicant is to provide compensation for any damage to the structure; or
- B. Where such an agreement cannot be reached, the Applicant shall provide an appropriate engineering evaluation that demonstrates that such structure shall not be damaged by activities occurring at the mining operation; or
- C. Where such structure is a utility, the Applicant may supply a notarized letter, on utility letterhead, from the owner(s) of the utility that the mining and reclamation activities, as proposed, will have "no negative effect" on their utility. (*Construction Materials Rule 6.3.12 and Rule 6.4.19 & Hard Rock/Metal Mining Rule 6.3.12 and Rule 6.4.20*)

The Colorado Mined Land Reclamation Board ("Board") has determined that this form, if properly executed, represents an agreement that complies with Construction Materials Rule 6.3.12(a), Rule 6.4.19(a), and C.R.S. § 34-32.5-115(4)(e) and with Hard Rock/Metal Mining Rule 6.3.12(a), Rule 6.4.20(a), and C.R.S. § 34-32-115(4)(d). This form is for the sole purpose of ensuring compliance with the Rules and Regulations and shall not make the Board or Division a necessary party to any private civil lawsuit to enforce the terms of the agreement or create any enforcement obligations in the Board or the Division.

The following structures are located on or within 200 feet of the proposed affected area:

1. Natural Gas Pipelines

CERTIFICATION

The Applicant, Colorado Sand Company LLC (print applicant/company name), By David Patterson (print representative's name), as Chief Financial Officer (print representative's title), does hereby certify that Molson Coors Brewing Company (structure owner) shall be compensated for any damage from the proposed mining operation to the above listed structure(s) located on or within 200 feet of the proposed affected area described within Exhibit A, of the Reclamation Permit Application for Keenesburg No. 2 Mine (operation name),

File Number M-2019-058

This form has been approved by the Colorado Mined Land Reclamation Board pursuant to its authority under the Colorado Land Reclamation Act for the Extraction of Construction Materials and the Colorado Mined Land Reclamation Act for Hard Rock, Metal, and Designated Mining Operations. Any alteration or modification to this form shall result in voiding this form.

[The remainder of this page has intentionally been left blank]

NOTARY FOR PERMIT APPLICANT

ACKNOWLEDGED BY:

Applicant Colorado Sand Company LLC

Representative Name Dave Patterson

Representative Signature *Dave Patterson*

Date 7 October 2019 Title Chief Financial Officer

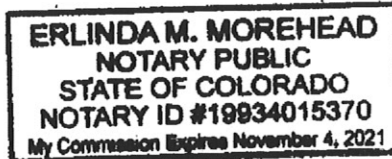
STATE OF Colorado)
COUNTY OF Pitkin) ss.

The foregoing was acknowledged before me this 7 day of October, 2019, by

David Patterson as Chief Financial Officer of Colorado Sand Company LLC

Erlinda M. Morehead My Commission Expires: 11/4/2021

Notary Public



NOTARY FOR STRUCTURE OWNER

ACKNOWLEDGED BY:

Structure Owner: Molson Coors Brewing Company

Representative Signature:

E. Lee Reichert

Representative Name (Printed):

E. Lee Reichert

Title: Chief Legal & Gov't Affairs Officer
& Secretary

Date: 4/13/2020

STATE OF: Colorado

) ss.

COUNTY OF: Jefferson

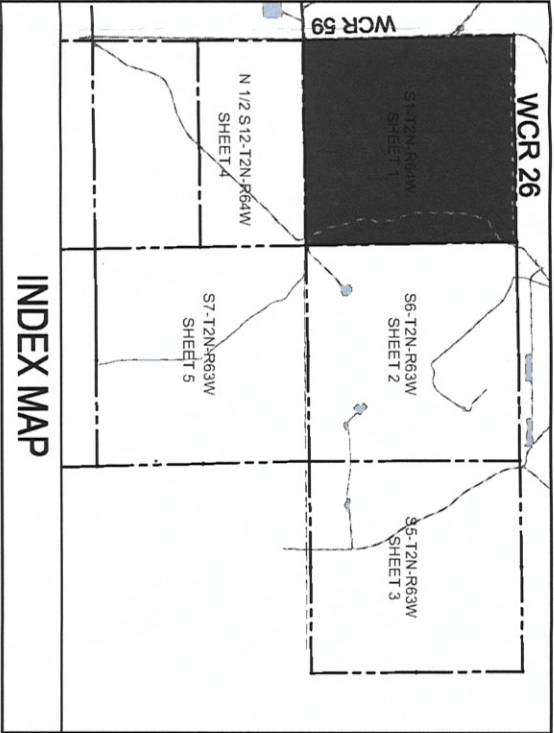
The foregoing was acknowledged before me this 13th day of April, 2020,
by

E. Lee Reichert as Chief Legal & Government Affairs Officer & Secretary of Molson Coors Beverage Company

Margaret L. Mousseau
Notary Public

My Commission Expires: APRIL 17, 2021

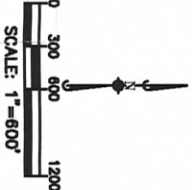
**MARGARET L. MOUSSEAU
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134023014
MY COMMISSION EXPIRES 04/17/2021**



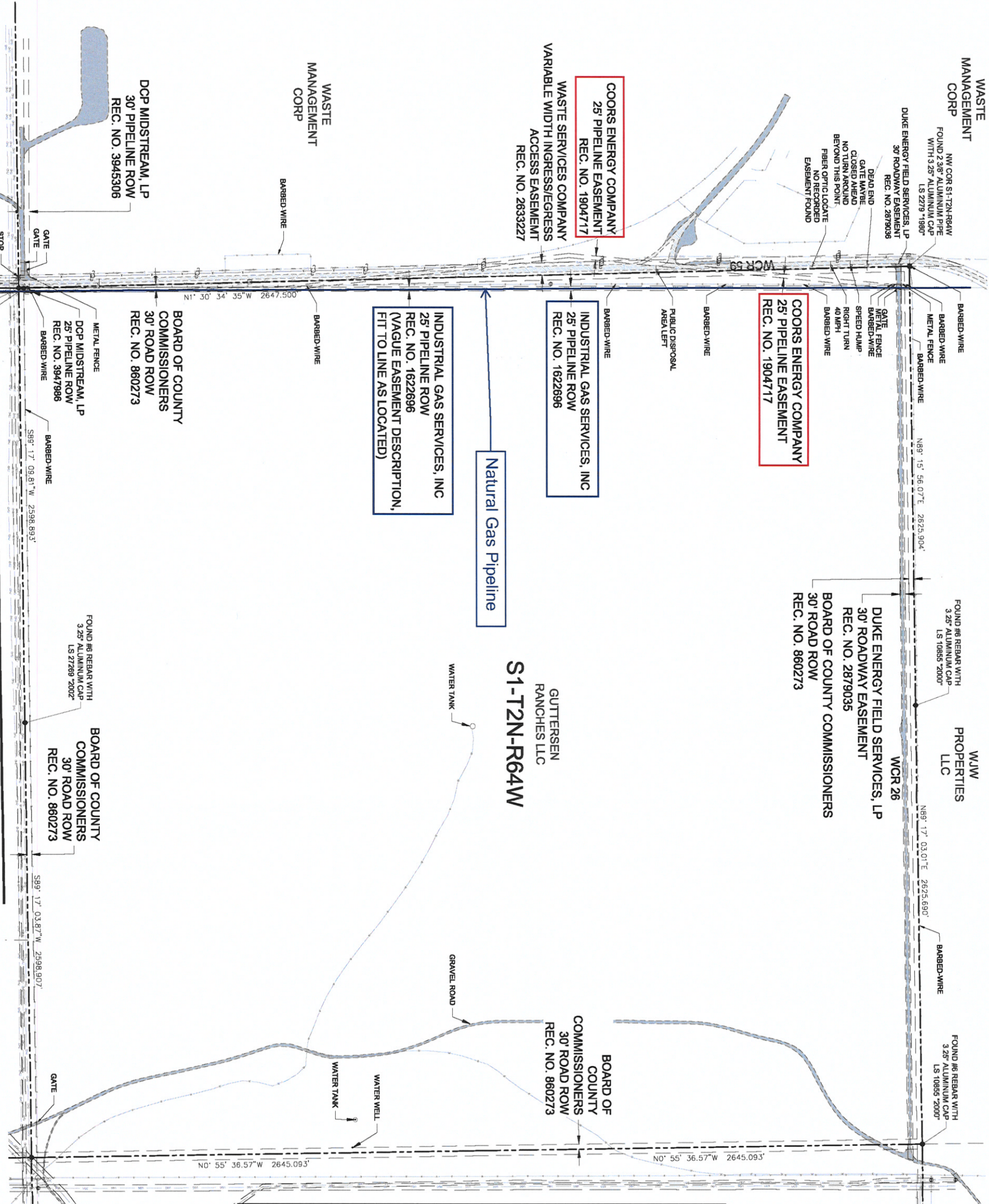
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	ELECTRICAL METER
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	GAS MARKER
	WATER MARKER
	ELECTRICAL PEDESTAL
	UTILITY POLE
	SIGN
	WATER SPIGOT

LINE LEGEND	
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	RIGHT OF WAY LINE
	FENCE
	EASEMENT LINE
	OVERHEAD ELECTRIC
	UNDERGROUND GAS
	UNDERGROUND TELEPHONE
	UNDERGROUND OIL
	ASPHALT
	GRAVEL

WELL HEAD LEGEND	
TA	TEMPORARY ABANDONED
SI	SHUT IN
PA	PLUGGED & ABANDONED
PR	PRODUCING
DR	DRILLED & ABANDONED
AL	ABANDONED LOCATION
SOURCE: COGCC	



SEE SHEET 2
S6-T2N-R63W



SEE SHEET 4
S12-T2N-R64W

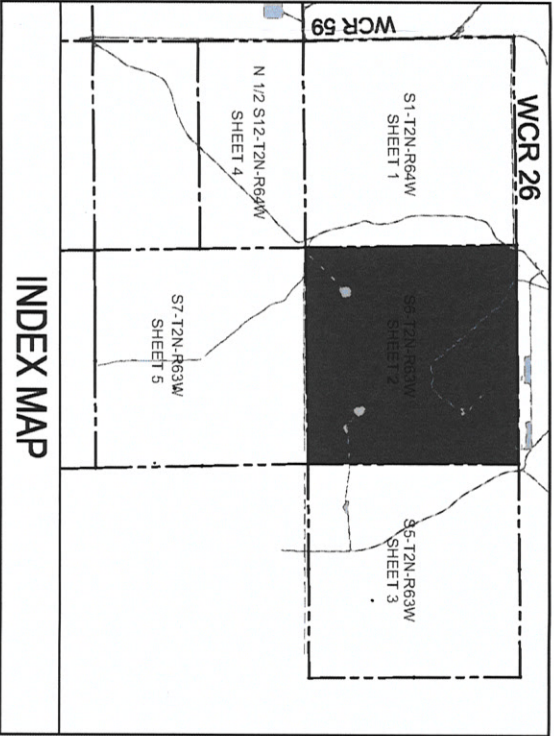
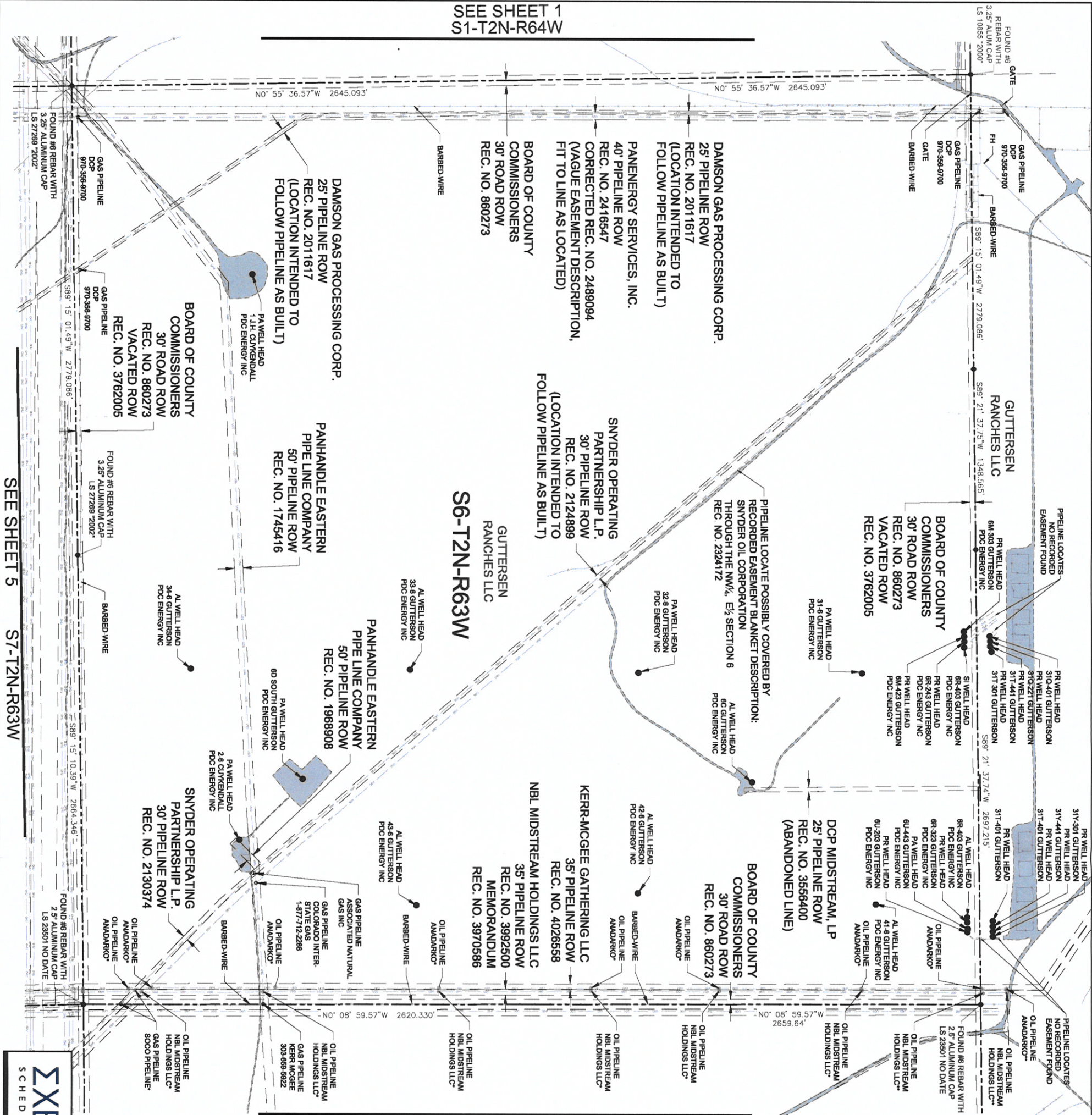
SXEAIO
SCHEDULE GROUP

PROGRAM MANAGEMENT
ENGINEERING CONSULTING
SPECIAL DISTRICTS
GREGORY DRIVER

DATE: 10/24/2019
SCALE: 1"=600'
DRAWN: CBS
REVISION: 4

PROJECT TITLE
COLORADO SAND COMPANY LLC EXISTING CONDITIONS SEC. 1, TOWNSHIP 2 NORTH, RANGE 64 WEST

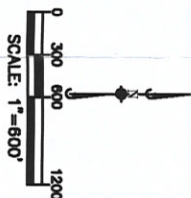
PROJECT NO.
181001
DWG. NO.
1 OF 5



SYMBOL LEGEND	
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	UTILITY POLE
	SIGN
	WATER SPRIGOT

LINE LEGEND	
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	RIGHT OF WAY LINE
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WELL HEAD LEGEND	
TA	TEMPORARY ABANDONED
SI	SHUT IN
PA	PLUGGED & ABANDONED
PR	PRODUCING
DR	DRILLED & ABANDONED
AL	ABANDONED LOCATION
SOURCE: COGCC	



ΣΧΕΔΙΟ

SCHEDIO GROUP

PROGRAM MANAGEMENT

ENGINEERING CONSULTING

SPECIAL DISTRICTS

DRILLERY SERVICES

DATE: 10/24/2019

SCALE: 1"=600'

DRAWN: CBS

REVISION: 4

PROJECT TITLE

COLORADO SAND COMPANY LLC

EXISTING CONDITIONS

SEC 6, TOWNSHIP 2 NORTH,

RANGE 64 WEST

PROJECT NO.

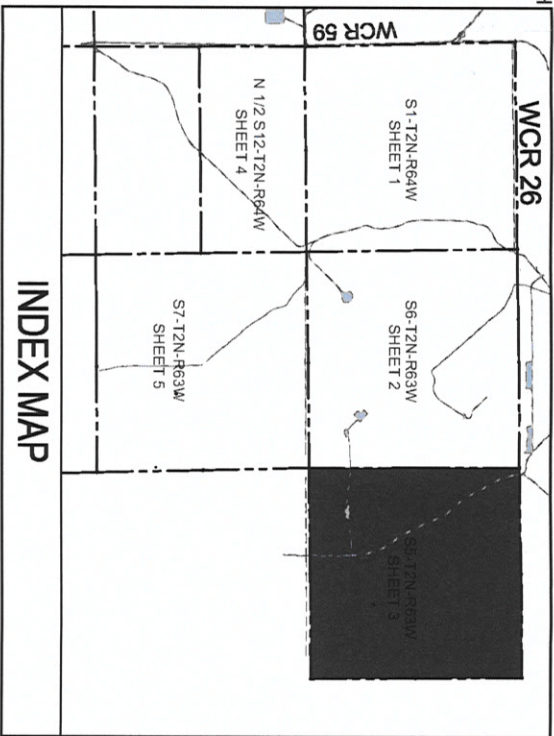
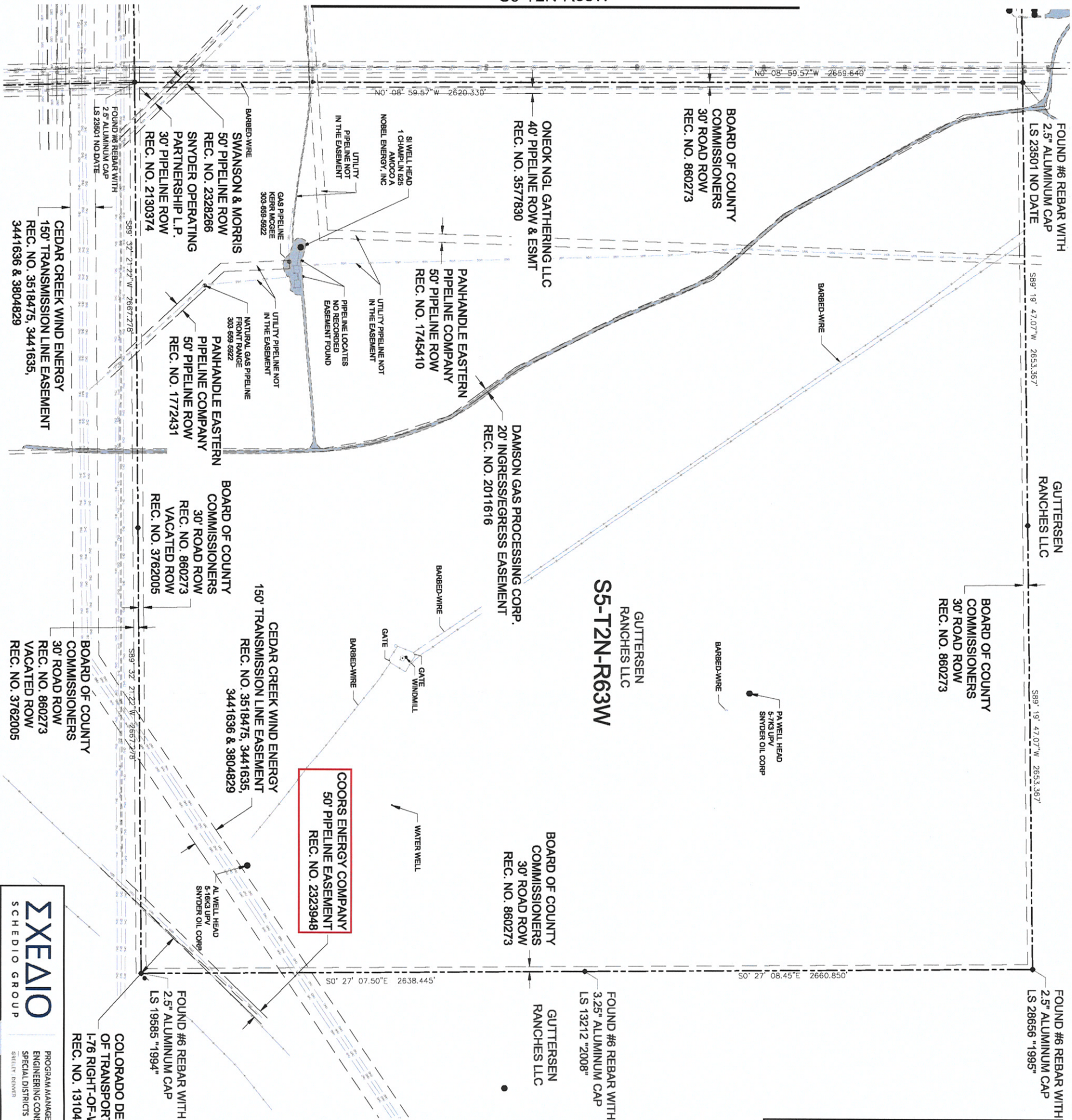
181001












DWG. NO.

2 OF 5











* OIL LINE MARKER IN FIELD LABELED "NOBLE 1-800-922-1987"

** OIL LINE MARKER IN FIELD LABELED "ANADARKO 1-800-922-5304"

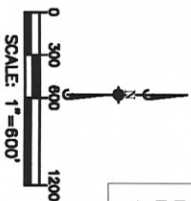


SYMBOL LEGEND	
	CONTROL POINT
	FOUND PROPERTY MONUMENT
	FOUND SECTION CORNER
	ELECTRICAL METER
	MISC. MAN HOLE
	GAS MARKER
	WATER MARKER
	ELECTRICAL PEDESTAL
	UTILITY POLE
	SIGN
	WATER SPIGOT

LINE LEGEND

	SECTION LINE
	RIGHT OF WAY LINE
	FENCE
	EASEMENT LINE
	OVERHEAD ELECTRIC
	UNDERGROUND GAS
	UNDERGROUND TELEPHONE
	UNDERGROUND OIL
	ASPHALT
	GRAVEL

WELL HEAD LEGEND	
TA	TEMPORARY ABANDONED
SI	SHUT IN
PA	PLUGGED & ABANDONED
PR	PRODUCING
DR	DRILLED & ABANDONED
AL	ABANDONED LOCATION
SOURCE: CGGCC	



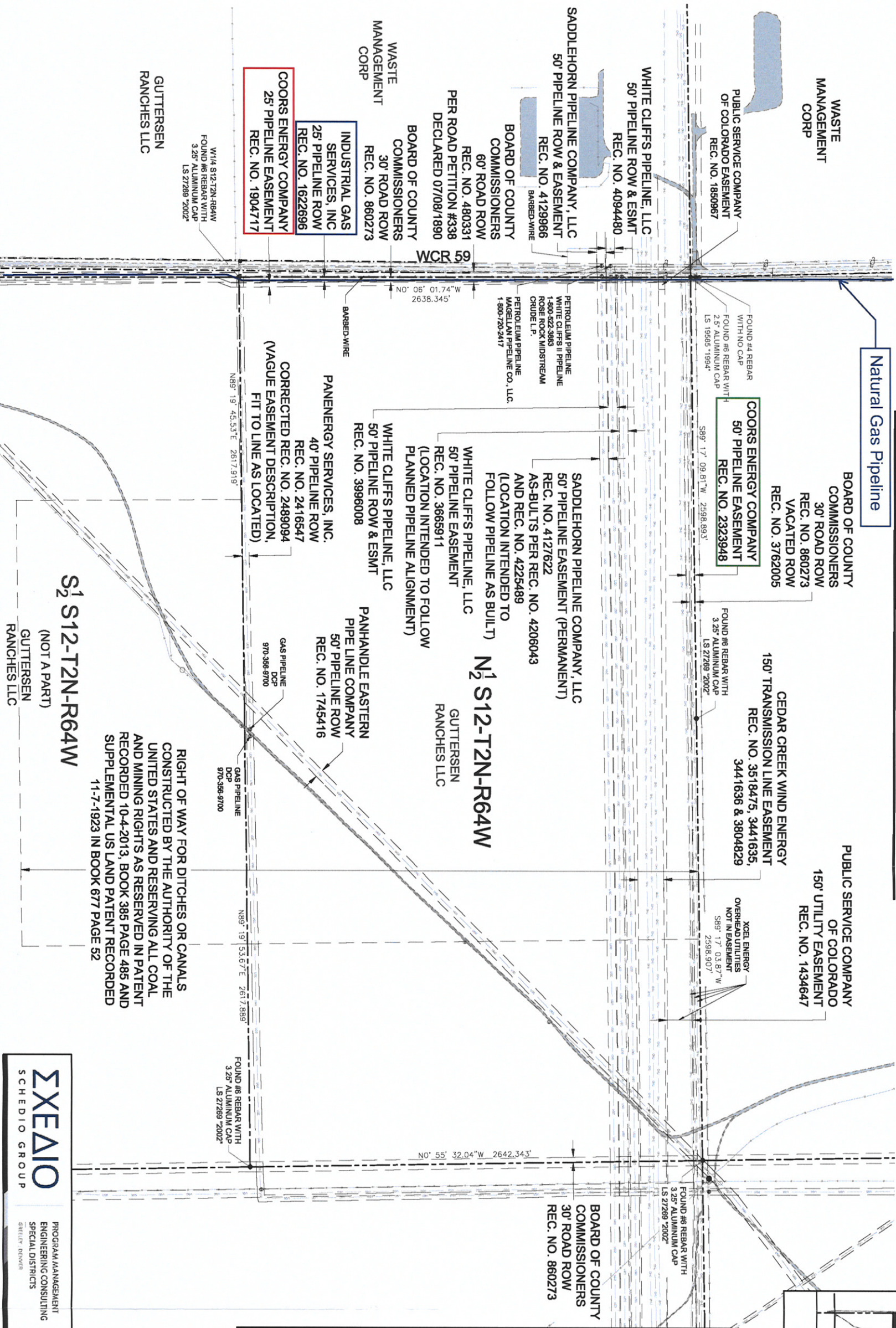
SXEAIO
SCHEDIO GROUP

PROGRAM MANAGEMENT
ENGINEERING CONSULTING
SPECIAL DISTRICTS
DESIGN / CONSTRUCTION

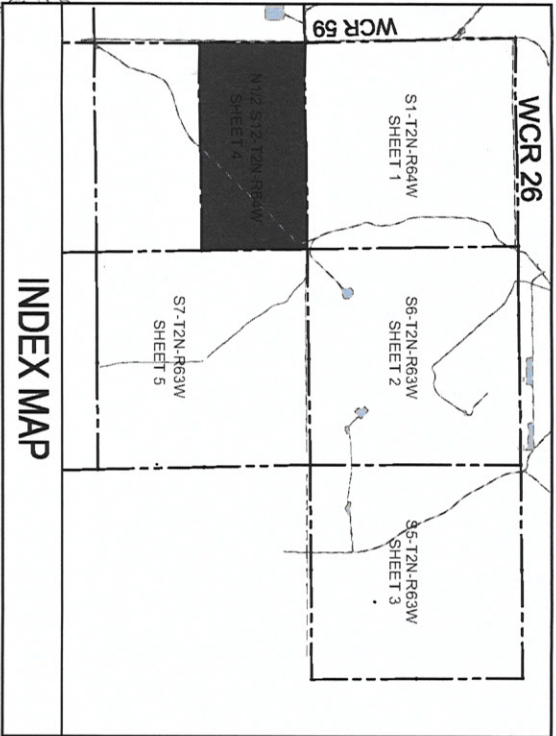
DATE	10/24/2019
SCALE	1"=800'
DRAWN	CBS
REVISION	4

PROJECT TITLE
COLORADO SAND COMPANY LLC
EXISTING CONDITIONS
SEC 5, TOWNSHIP 2 NORTH,
RANGE 64 WEST

PROJECT NO. 181001	DWG. NO. 3 OF 5
-----------------------	--------------------



SEE SHEET 1
S1-T2N-R64W



SEE SHEET 5
S7-T2N-R63W

SYMBOL LEGEND

	CONTROL POINT
	FOUND PROPERTY MONUMENT
	FOUND SECTION CORNER
	ELECTRICAL METER
	MISC. MAN HOLE
	GAS MARKER
	WATER MARKER
	ELECTRICAL PEDESTAL
	UTILITY POLE
	SIGN
	WATER SPIGOT

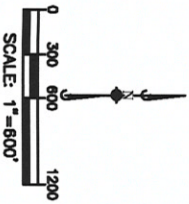
LINE LEGEND

	SECTION LINE
	RIGHT OF WAY LINE
	FENCE
	EASEMENT LINE
	OVERHEAD ELECTRIC
	UNDERGROUND GAS
	UNDERGROUND
	TELEPHONE
	UNDERGROUND OIL

WELL HEAD LEGEND

TA	TEMPORARY ABANDONED
SI	SHUT IN
PA	PLUGGED & ABANDONED
PR	PRODUCING
DR	DRILLED & ABANDONED
AL	ABANDONED LOCATION

SOURCE: COGCC



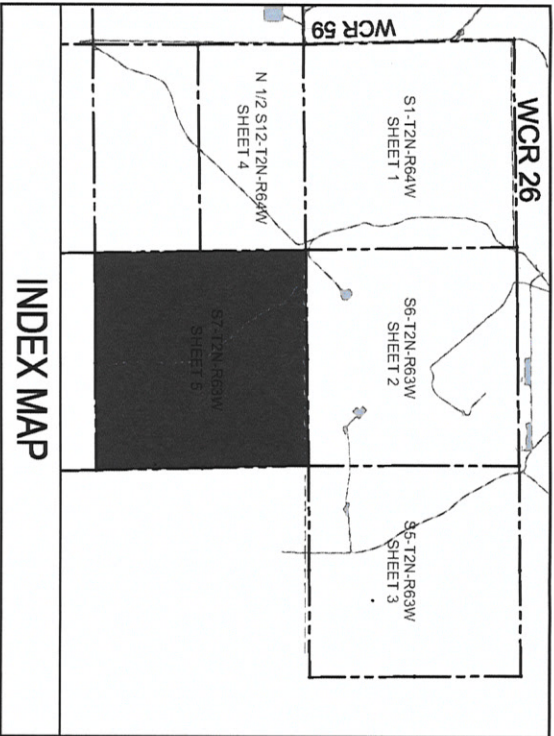
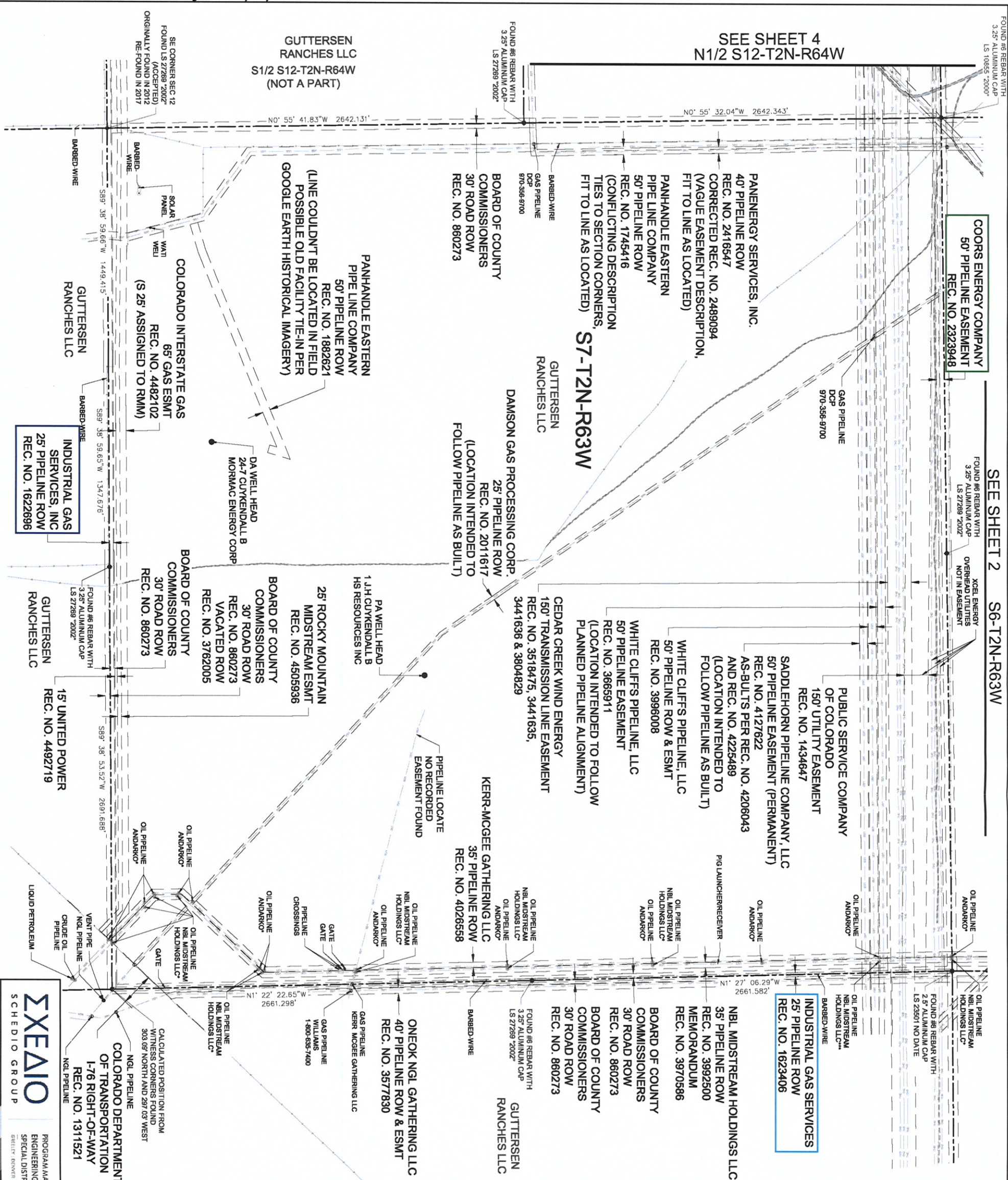
SCH E D I O GROUP












PROGRAM MANAGEMENT
ENGINEERING CONSULTING
SPECIAL DISTRICTS
GREENLEY DISTRICT

DATE: 10/24/2019
SCALE: 1"=600'
DRAWN: CSS
REVISION: 4









PROJECT TITLE:
COLORADO SAND COMPANY LLC
EXISTING CONDITIONS
NORTH 4 SEC. 12,
TOWNSHIP 2 NORTH,
RANGE 64 WEST


PROJECT NO.:
181001
DWG. NO.:
4 OF 5




SYMBOL LEGEND	
	CONTROL POINT
	FOUND PROPERTY MONUMENT
	FOUND SECTION CORNER
	ELECTRICAL METER
	MISC. MAN HOLE
	GAS MARKER
	WATER MARKER
	ELECTRICAL PEDESTAL
	UTILITY POLE
	SIGN
	WATER SPIGOT

LINE LEGEND

	SECTION LINE
	RIGHT OF WAY LINE
	FENCE
	EASEMENT LINE
	OVERHEAD ELECTRIC
	UNDERGROUND GAS
	UNDERGROUND TELEPHONE
	UNDERGROUND OIL


ASPHALT


GRAVEL

WELL HEAD LEGEND

TA	TEMPORARY ABANDONED
SI	SHUT IN
PA	PLUGGED & ABANDONED
PR	PRODUCING
DR	DRILLED & ABANDONED
AL	ABANDONED LOCATION

SOURCE: CORDCO

DATE 10/24/2019	PROJECT TITLE COLORADO SAND COMPANY LLC EXISTING CONDITIONS SEC 7, TOWNSHIP 2 NORTH, RANGE 84 WEST	PROJECT NO. 181001
SCALE 1"=600'		
DRAWN CBS		
REVISION 4		

27COR
January 7, 2020

Colorado Sand Company, LLC
2001 Kirby Drive, Suite 360
Houston, TX
77019

Attention: Brian Amsberry, Operations Landman
Noble Energy, Inc.
1001 Noble Energy Way
Houston, TX 77070

Subject: Setback from Oil & Gas Assets
Proposed Keenesburg No. 2 Mine
Keenesburg, CO

Colorado Sand Company LLC ("CSC") is in the process of permitting for the purpose of constructing and operating a frac sand mine that will span, over the course of 20 years, an anticipated 5 contiguous Sections located on the southern portion of the Guttersen Ranch, shown in Exhibit A. It is understood that Noble Energy, Inc. ("Noble") owns and operates several oil and gas related assets in the vicinity of the intended mining operation which are the CHAMPLIN 525 AMOCO "A"1 well that is capable of producing and located in section 5. The UPV 5-7K3 and J.H. CUYKENDALL 1 wells have been plugged and abandoned, shown in Exhibit A. Noble also has proposed future pads (4 EA.) with associated flowlines as well as one production facility located within the Operations Corridor, shown in Exhibit B.

CSC and Noble have discussed the planned mining operation and the parties are in agreement as to the mining plan, along these terms:

A minimum of 200 feet will be kept from any actively used well heads and facilities of Noble's and 30 feet from any actively used flowlines of Noble's for the life of the mining operation until Noble notifies CSC that the asset is no longer in use. When CSC mines areas around Noble's plugged and abandoned wells exposing said wells. CSC will request Noble to cut off a new segment of casing to be flush with the mined surface grade – not exceeding greater than 20 feet segment. CSC must ensure ingress and egress for this operation and pay Noble for all associated costs, including, but not limited to, re-enter well for new plug and abandonment compliance, access road construction, workover rig, and workover rig pad construction (if needed). CSC agrees no mining will commence within the Operations Corridor, shown in Exhibit B, without a fully executed Compatible Development and Surface Use Agreement between Guttersen Ranches LLC (landowner), CSC, and Noble.

The existing ranch road will be kept in its current location for the life of the mine.

The parties agree that if there is a change to either Noble's or CSC's plans with respect to their assets or mining plans, respectively, on the discussed property, that the parties will inform each other of the change, and work in good faith to develop a plan that allows both parties to continue their respective business operations to their maximum mutual benefit. Herein expressed, this letter agreement is not the referred to Compatible Development and Surface Use Agreement which shall be fully executed at a later date.

Noble Energy, Inc.

A handwritten signature in blue ink, appearing to read "Brian R. Roth", is written over a horizontal line.

Signed:

Guttersen Ranches, LLC

A handwritten signature in blue ink, appearing to read "Nathan Guttersen", is written over a horizontal line.

Signed:

Colorado Sand Company, LLC

A handwritten signature in blue ink, appearing to read "Steve Roth", is written over a horizontal line.

Signed:

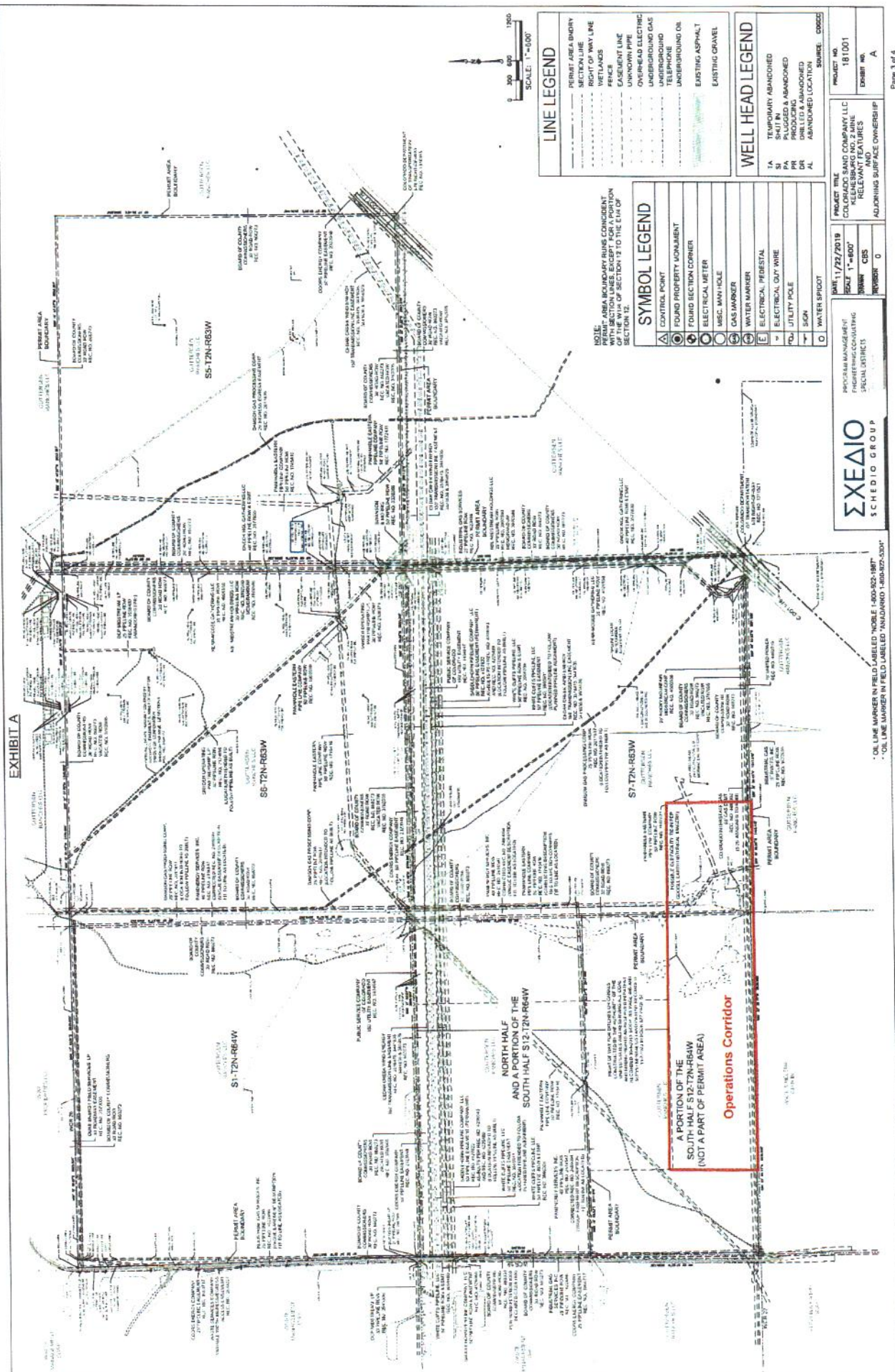


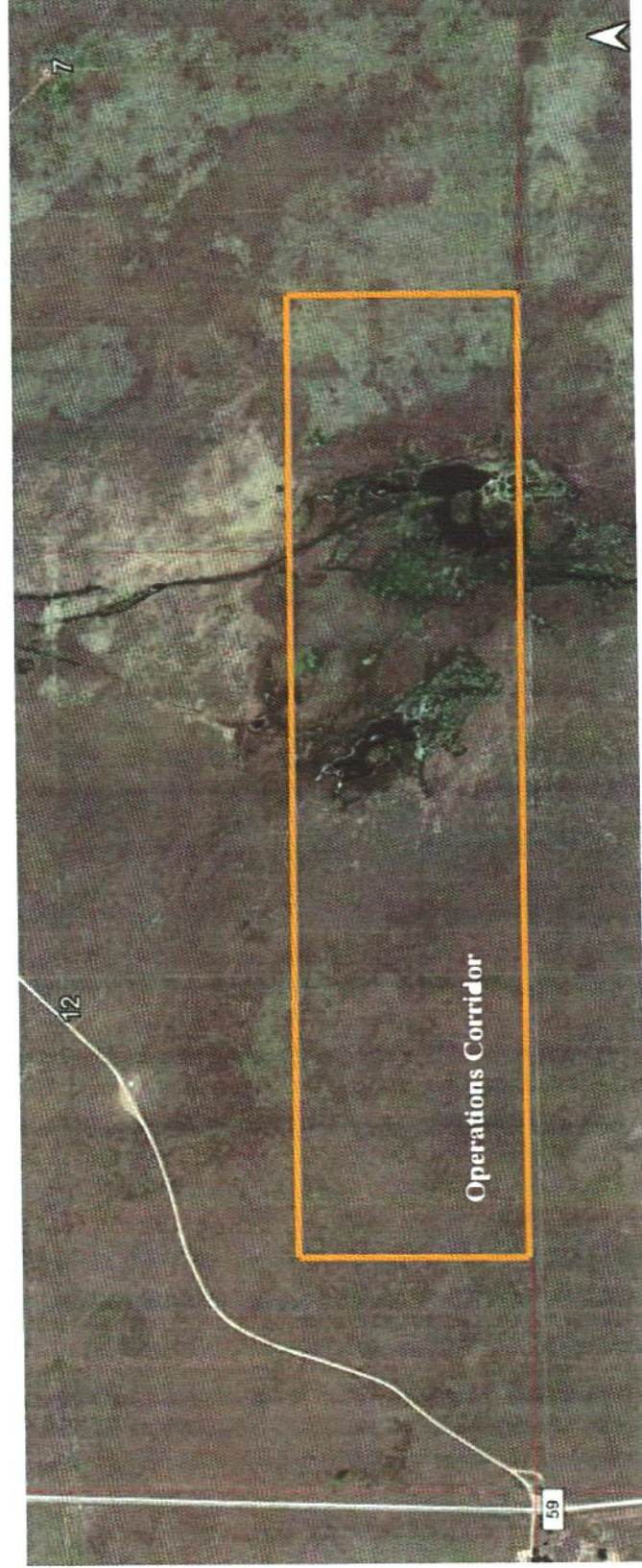
EXHIBIT B

Township 2 North, Range 64 West, 6th P.M.

Section 12: S/2S/2

Township 2 North, Range 63 West, 6th P.M

Section 7: SW/4SW/4



MINING INDEMNITY & NOTICE AGREEMENT

STATE OF COLORADO

COUNTY OF WELD

THIS MINING INDEMNITY AGREEMENT ("Agreement"), made and entered into as of the 20th day of March 2020, by and between Colorado Sand Company LLC, a Delaware limited liability company, whose office address is 2001 Kirby Drive, Suite 360, Houston, TX 77019 (herein referred to as "**Mine Company**"); and Rocky Mountain Midstream LLC, a Texas limited liability company, whose office address is One Williams Center, Tulsa, Oklahoma 74101 (herein referred to as "**Owner**," whether one or more). The Mine Company and Owner may be referred to in this Agreement as a "**Party**" or, together as, the "**Parties**."

WITNESSETH:

WHEREAS, Mine Company is the owner and holder of certain mining rights in, on, and/or under certain lands situated in Weld County, Colorado;

WHEREAS, Owner is the current owner of certain Liquefied Natural Gas Pipelines and the appurtenant equipment and facilities necessary for the maintenance or operation thereof ("**Facilities**") in Weld County, Colorado, which is further described on Exhibit "A" to this Agreement and located on, in, under, or within that property described as:

N ½ of Section 12 and all of Section 01; T2N; R64W; and, all of the abutting Sections 5, 6, and 7; T2N; R63W of the 6th Principal Meridian, in unincorporated Weld County, Colorado (together with the Facilities, the "**Property**");

WHEREAS, Owner desires to conduct certain mining operations within 200 feet of the Facilities, which is further described on Exhibit "B" to this Agreement ("**Mining Operations**");

WHEREAS, Mine Company has requested that Owner sign a notarized agreement form that was approved by the Colorado Minded Land Reclamation Board that sets forth that Mine Company will provide compensation for any damage to the Facility resulting from the proposed mining operation ("**Form**"); and

WHEREAS, the Parties have agreed to enter into this Agreement in place of the Form.

NOW, THEREFORE, for and in consideration of the premises, and of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

1. PURPOSE: Provides for the Mine Company's indemnity to Owner for damages caused by or arising out of the Mining Operations and certain notification requirements to Owner.

2. **INDEMNITY:** MINE COMPANY HEREBY AGREES TO INDEMNIFY OWNER, ITS SHAREHOLDERS, AFFILIATES, OWNERS, OFFICES, DIRECTORS AND EMPLOYEES AND ITS AND THEIR SUCCESSORS AND ASSIGNS ("INDEMNIFIED PARTIES") FROM AND AGAINST, AND TO REIMBURSE, THE INDEMNIFIED PARTIES WITH RESPECT TO ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, DAMAGES, EXPENSES OR CAUSES OF ACTION OF WHATEVER NATURE (INCLUDING, BUT NOT LIMITED TO, ENVIRONMENTAL DAMAGES), SPECIFICALLY INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS OF SUIT PAID OR INCURRED BY OWNER, ITS AGENTS, SUCCESSORS AND ASSIGNS, ASSERTED BY OTHERS AND RELATED, DIRECTLY OR INDIRECTLY, TO THE MINING OPERATIONS AND THAT ARE CAUSED BY OR ARISE IN ANY MANNER OUT OF ACTS OR OMISSIONS OF MINE COMPANY, ITS AGENTS, EMPLOYEES, REPRESENTATIVES OR ANY OTHER PERSON UNDER MINE COMPANY'S CONTROL OR ACTING AT MINE COMPANY'S DIRECTION OR COLOR OF AUTHORITY AS SUCH RELATES TO THE MINING OPERATIONS. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OF THIS AGREEMENT. THE REMEDIES EXPRESSED IN THIS SECTION OR OTHER SECTION OF THIS AGREEMENT ARE NOT A WAIVER OF ANY OTHER REMEDY OWNER MAY HAVE IN LAW OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY REMEDY IN TORT.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS CONTRACT, THE INDEMNITY OBLIGATIONS IN THIS CONTRACT SHALL NOT APPLY TO THE EXTENT OF THE INDEMNIFIED PARTY'S WILLFUL MISCONDUCT OR INTENTIONAL ACT.

3. **MINE COMPANY NOTICE TO OWNER:** Mine Company shall provide prior written notice to Owner not less than 60 days prior to conducting any mining related work, construction, or operations within 100' of the Facilities. Such notice shall include reasonable detail of the work, construction, or operations to be conducted, including, but not limited to, information regarding the timing, duration, scope, type of activities, locations, parties to be on site, and the contact information for any additional information the Owner reasonably requests.

4. **NOTICE:** Unless otherwise specifically provided herein, any notice or other communication provided for in this Agreement or any other notice which either Party may desire to give to the other shall be in writing and shall be considered as duly delivered (i) when hand delivered, (ii) upon receipt when mailed by prepaid registered or certified mail, return receipt requested, (iii) the following business day, if sent by a nationally recognized overnight delivery service, and (iv) when receipt is confirmed by the equipment of a transmitting party, if sent by facsimile or other electronic means during normal business hours; and, in any event, when addressed to the Party to whom such notice is given as follows:

OWNER: Notices and Correspondences:
Rocky Mountain Midstream LLC
One Williams Center
Tulsa, OK 74172
Attention: Contracts Management
Email: CommercialContracts@williams.com

MINE COMPANY: Colorado Sand Company LLC
2001 Kirby Drive, Ste 360
Houston, TX 77019
Attention: David Patterson
Email: dpatterson@capitalsand.com

5. WAIVER OF CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR, AND EACH PARTY RELEASES THE OTHER FROM LIABILITY ATTRIBUTABLE TO, ANY INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES, ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, OR DEFAULT IN THE PERFORMANCE HEREOF, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), WARRANTY OR ANY OTHER LEGAL THEORY.

6. BINDING EFFECT; ASSIGNABILITY: The terms, conditions, and provisions hereof shall be a covenant running with the land and extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the Parties. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns; provided, however, that neither Party may assign or delegate any of their respective rights or duties hereunder without the prior written consent of the other.

7. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to conflicts of law principles that might apply the law of another jurisdiction.

8. EFFECT OF WAIVER: No waiver of the provisions hereof shall be effective unless in writing and signed by the Party to be charged with such waiver. No waiver shall be deemed a continuing waiver or waiver in respect of any subsequent breach or default, either of a similar or dissimilar nature, unless expressly so stated in writing.

9. NO THIRD PARTY BENEFICIARY: This Agreement is intended solely for the benefit of the Parties and shall not create any rights, including without limitation any third party beneficiary rights, in any third party.

10. INVALID PROVISIONS: In the event any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law, then, to the extent of such invalidity or unenforceability, such provision shall be considered ineffective and separate and severable from the balance of this Agreement and such provision shall not invalidate, affect or impair the remaining provisions of this Agreement

and any such invalid or unenforceable provision shall be replaced with such new provision which will allow the Parties to achieve the intended economic result in a legally valid and effective manner.

11. COUNTERPARTS: This Agreement may be executed by Owner and Mine Company in two or more counterparts, each of which shall constitute an original, but all of which shall constitute but one and the same instrument.

12. HEADINGS: The headings herein are for guidance only and shall have no significance in the interpretation of this Agreement.

EXECUTED on the dates set forth in the acknowledgments, but effective for all purposes as of the 20th day of March, 2020 (the "Effective Date").

OWNER:

ROCKY MOUNTAIN MIDSTREAM LLC

Signature: _____

Printed Name: _____

MINE COMPANY:

[COLORADO SAND COMPANY LLC]

By: _____

Title: _____

NOTARY FOR PERMIT APPLICANT

ACKNOWLEDGED BY:

Applicant David Patterson Representative Name David Patterson
Date 3/13/2020 Title CFO

STATE OF Texas)
COUNTY OF Harris) ss.

The foregoing was acknowledged before me this 13th day of March, ²⁰²⁰ DGP, by
David Patterson as CFO of Colorado Sand Co.

Ave Maria Garza My Commission Expires: May 8, 2023
Notary Public



NOTARY FOR STRUCTURE OWNER

ACKNOWLEDGED BY:

Structure Owner Rocky Mountain Midstream LLC

Representative Name Cory Crawford

Date 4/9/20 Title Manager-Land and Attorney-in-Fact

STATE OF Texas)
COUNTY OF Tarrant) ss.

The foregoing was acknowledged before me this 9 day of April, 2020, by

Cory Crawford as Manager-Land of Rocky Mountain Midstream, LLC

Jennette Michelle Stafford My Commission Expires: 11-02-2020
Notary Public

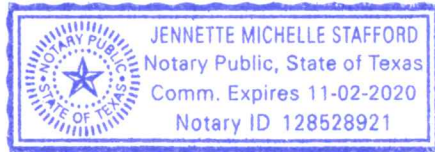


EXHIBIT "A"
DESCRIPTION OF OWNER FACILITIES

(See Existing Conditions Site Plan)

EXHIBIT "B"
MINING OPERATIONS

(See Mine Plan)