

5th AMENDMENT OF MINING LEASE

THIS 5th AMENDMENT OF MINING LEASE ("5th Amendment") is entered into as of the 30 day of June 2021 (the "Effective Date") by and between **Superior Oilfield Services Co., Ltd.**, a Colorado limited liability company d/b/a Laser Oilfield Services ("Laser") and **Greeley Urban Renewal Authority**, a body corporate and politic ("GURA") for the purposes hereinafter set forth. The parties may hereafter be referred to as a "Party", or jointly hereafter as the "Parties".

RECITALS

- A. GURA was the Landlord and Aggregate Industries-WCR, Inc., a Colorado corporation, the successor by merger to CAMAS Colorado, Inc., was the original Tenant under that certain Sand, Gravel and Aggregate Mining Lease Agreement dated June 9, 1999 and recorded a Memorandum thereof in the Weld County Clerk and Recorder's records on August 25, 1999 at Reception No. 2716280 ("Original Lease"), as amended by the Agreement to Amend Sand, Gravel and Aggregate Mining Lease dated May 31, 2002, the Second Amendment to Sand, Gravel and Aggregate Mining Lease dated May 21, 2008, the Third Amendment to Sand, Gravel and Aggregate Mining Lease dated May 23, 2011, an Amendment, Assignment and Assumption of Mining Lease entered into as of October 19, 2012 (the "Assignment") with the consent of GURA and which was recorded in the Weld County Clerk and Recorder's records on November 2, 2012 at Reception No. 3885999 and the 4th Amendment of Mining Lease dated June 9, 2019 (the "4th Amendment"), (all of the foregoing documents are together referred to hereafter as the "Mining Lease").
- B. The property that is the subject matter of the Mining Lease, after the above-described amendments, is hereafter known as the "Property".
- C. Laser has the obligation to reclaim the Property pursuant to the Reclamation Plan filed with the Colorado Division of Mined Land Reclamation ("DRMS"), a copy of which was attached as Exhibit A to the 4th Amendment ("Laser Reclamation Plan"), and for which a financial warranty in the form of a cash bond was given by Laser ("Reclamation Bond").
- D. During an inspection by DRMS on March 19, 2021, DRMS determined that the certain portions of the Reclamation Plan are not complete.
- E. Pursuant to the terms of the 4th Amendment, Laser has ceased all mining activity, but needs additional time to complete the Reclamation Plan.

NOW THEREFORE, for the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the Parties agree as follows:

AGREEMENT

- 1. Incorporation of Recitals. The Recitals set forth above are incorporated herein as though

set forth in full.

2. Reclamation. Laser acknowledges and reaffirms its obligation to complete the Laser Reclamation Plan.
3. Access. Except as provided in paragraph 5 below, Laser shall have access to the Property solely for the purpose of implementing the Laser Reclamation Plan until the earlier of June 9, 2022, or DRMS releases the Reclamation Bond. Without limiting the foregoing, Laser shall not store equipment, supplies, personal property or materials on the Property that are unrelated to the Laser Reclamation Plan without GURA's written consent. In the event Laser stores equipment on the Property for the purpose of implementing the Laser Reclamation Plan and gates to the Property are utilized to protect such equipment, GURA shall at all times be given keys, combinations or codes to assure that GURA's agents and employees have access to the Property.
4. Timing of Laser Reclamation Plan. Except as provided in paragraph 5 below, Laser shall pursue the Laser Reclamation Plan with commercially reasonable diligence and shall complete the work required under the Laser Reclamation Plan on or before June 9, 2022.
5. Early Termination. GURA may at any time before June 9, 2022, terminate the Mining Lease, including Laser's access to the Property, so long as GURA or its assignee or transferee assumes responsibility of the DRMS Reclamation Permit and Reclamation Bond. Laser agrees to cooperate with such a transfer, if requested by GURA.
6. Temporary Water Supply Plan. Laser agrees to provide a Temporary Water Supply Plan for the Property until the Reclamation Plan is complete and the Reclamation Bond is released.
7. Contact with DRMS. GURA be notified in writing and in advance of any applications, site visits, requests, or submittals between Laser and DRMS after the date of this 5th Amendment.
8. Scheduled Meetings. The Parties agree to meet on the Property monthly to discuss progress of and monitor the Reclamation Plan.
9. No other changes to Mining Lease. Except as modified by this 5th Amendment, the Mining Lease is unchanged.
10. Miscellaneous. This 5th Amendment shall be governed by and construed in accordance with the laws of the State of Colorado applicable to contracts made and wholly performed in that jurisdiction, without regard to conflicts of law principles. This 5th Amendment shall bind and inure to the benefit of the Parties hereto and their respective successors and assigns. This 5th Amendment may be executed by facsimile or electronic mail and by counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. By their signatures below, each Party represents that all necessary approvals and authorizations for such Party's entry into this 5th

Amendment have been received.

IN WITNESS WHEREOF, the undersigned have executed and delivered this 5th Amendment as of the date first written above.

LASER:

Superior Oilfield Services Co., Ltd, a Colorado limited liability company
d/b/a Laser Oilfield Services

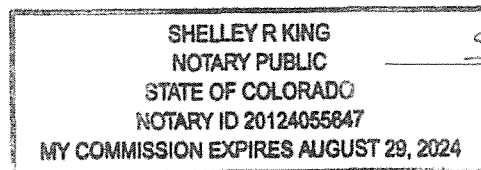
By: 
Richard Miller, Member

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 30th day of June, 2021 by Richard Miller as a Member of Superior Oilfield Services Co., Ltd, a Colorado limited liability company d/b/a Laser Oilfield Services.

Witness my hand and official seal.

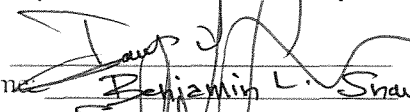
My commission expires: August 29, 2024




Notary Public

GURA:

Greeley Urban Renewal Authority

By: 
Name: Benjamin L. Snow
Title: Secretary

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 22 day of July, 2021 by Benjamin Snow as Secretary of Greeley Urban Renewal Authority.

Witness my hand and official seal.

My commission expires: January 17, 2023


Notary Public

