The Montana Department of
Natural Resources
& Conservation

Received
For Department Use Only
JUN 24 2026
DNRC Water Resources
Glasgow Regional Office

Temporary Lease of Appropriation Right

85-2-428, MCA
Form No. 650 *(Revised 10/2025)*

Application # 30175781 Basin 40S
Received By RH
Fee Received $ 400 Check # 1222181198844
Deposit Receipt # WRF2631963
Payor Holden Russell
Refund $ ______ Date/Time ______

FILING FEE

$400

TO USE THIS FORM, THE FOLLOWING MUST APPLY:

- The amount of water leased may not exceed the total consumptive use of the appropriation right. For an irrigation right, the consumptive volume may not exceed 2 acre-feet per acre irrigated. The Montana Department of Natural Resources and Conservation (DNRC) will use the standards in ARM, 36.12.2102(3) for estimating consumptive use.
- The water right must have been used within the last 5 years.
- The water right may be leased only during the period of diversion for the appropriation right.
- The water right may not be leased for more than 5 years during any consecutive 10-year period.
- The water right may not be leased for more than 40 days a year.
- The water right may only be leased for a beneficial use as defined in 85-2-102, MCA.
- The flow rate and volume of water leased may not exceed the appropriator's original water right.
- The point of diversion of the water right may not be changed on this form—a Change Application must be filed to change the point of diversion.
- The use of an appropriation right (e.g., a supplemental water right) on a place of use associated with leased water is prohibited during any year that leased water is put to beneficial use.
- Storage may be temporarily added during the term of the leased appropriation right if the water is diverted at the original point of diversion and subsequently put to a beneficial use.
- Leased water cannot be transported outside the state of Montana.
- Leased water must be measured at the point of diversion by a meter approved by the DNRC and the amounts reported to at the end of the year in which the lease occurred or upon request of the DNRC.
- Only one water right can be leased per form, per place of use.

ADDITIONAL INFORMATION

- All required information must be provided for your application to be considered correct and complete as required under 85-2-428, MCA. There will be no opportunity for you to correct deficiencies with your application. If the application is not correct and complete, it will be denied.

- Please note, if an application is approved, DNRC will provide notice to other users it deems may be adversely affected by the temporary lease; information will also be posted on the DNRC website. For a period of 30 days from the date an application is authorized, the DNRC will accept correct and complete objections to the temporary lease. If valid objections are received, the approval of the lease is suspended and no water may be used pursuant to the lease. The owner of the water right whose lease approval was suspended may request a hearing on the objection within 15 days of notice of the suspension. The owner will be required to show proof that the temporary lease will not adversely affect other users. DNRC will issue an order after the hearing indicating whether the lease can be reinstated or whether it will be revoked.

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1. **Water right owner(s) information:**

Name(s) Constance Iversen (128764)

Mailing Address 13749 CO RD 332

City Culbertson State MT Zip 59218

Phone Number 406-798-7770 Email nji@midrivers.com

***Note:** If there are additional owners, attach the water right owner information labeled as Attachment #1.*

Contact Person: ☐ Applicant ☑ Consultant ☐ Attorney ☐ Other ____________

Contact Name Neil Iversen (256109)

Mailing Address PO Box 1166

City Williston State ND Zip 58802

Phone Number 701-770-5113 Email neil@h2oagri.com

***Note:** If a contact person is identified as an attorney, all communications will be sent only to the attorney unless the attorney provides written instruction to the contrary. Unless the contact person is an attorney, the water right owner will receive all correspondence, and a copy may be sent to the contact person.*

2. **Lessee information:**

Name(s) ASWS, LLC dba Hamlin Water (491332) or (479942)

Mailing Address PO Box 1166

City Williston State ND Zip 58802

Phone Number 701-572-0767 Email holden@hamlinwater.com

***Note:** If there are additional lessees, attach the lessee information labeled as Attachment #2.*

3. **Lease dates:** In the table below, enter the begin and end dates and total days that the lease will be in effect each year. The water right may not be leased for more than 5 years during any consecutive 10-year period. The water right may not be leased for more than 40 days a year. The dates entered must match those specified in the executed lease agreement (see question 11.a.) If the lease agreement does not specify the exact period of use for each year of the lease or if the period of use is described generally (e.g., "any 40 days within the period of use for the original version of the leased right") the period of use for the original version of the leased right should be used for the begin and end dates in this table. If the lease agreement does not specify the total number of days water will be leased in a given year, enter "no more than 40" in the total days column.

Year	Begin date *(MM/DD/YYYY)*	End date *(MM/DD/YYYY)*	Total Days
1	6/1/2026	9/1/2026	no more than 40
2			
3			
4			
5			

***Note**: If the periods of use for the leased water do not cleanly fit in the table above (e.g., if leased water will be used during multiple different periods in the same year), include an attachment that accurately describes when leased water will be put to use each year. Label the attachment as Attachment #3.*

4. **Water right number (only one water right can be leased per form, per place of use)**:
40S 4947-00 ____________________

5. **Source of water**: Missouri River

6. **Diverted flow rate leased:** 852 ☑ **GPM** ☐ **CFS**

7. **Volume leased (only the consumptive volume of the original right is available for lease as specified in ARM 36.12.2102(3)):**
Unless the consumptive use of the water right proposed for lease has been calculated by the DNRC through a previous change application, the DNRC will use the standards specified in ARM 36.12.2102(3) for estimating consumptive use. Ensure that the leased volume requested below conforms to these standards.

VOLUME LEASED: 150 acre-feet
***Note:** Attach a description of how the consumptive use value estimated. Use the standards in ARM 36.12.2102(3), to estimate consumptive use. Label the attachment as Attachment #7.*

8. Purpose of use for leased water:

Water Marketing (see details in attachment)

9. Place of use for leased water purpose (Attach additional sheets if necessary, labeled as Attachment #9): Describe the location of the place of use to the nearest 10 acres if possible. Legal land descriptions, subdivisions, and certificate of survey information may be obtained from the county records, tax statements, or from the Montana Cadastral system at: http://gis.mt.gov/.

____1/4 SE 1/4 SE 1/4 SW 1/4 of Section 31 Township 27 ☑N ☐ S Range 55 ☑ E ☐ W
Gov't Lot # _____ County Richland Tract # _______ COS # ___________________
Subdivision Name ______________________________________ Lot ________Block ________

Physical Address, including City, State & Zip Code of the place of use for the leased water/new purpose:

____

10. Will temporary storage be added? ☐ **Yes** ☑ **No** (If yes, provide the legal land description of the storage location, identify the capacity of the storage facility and describe of how the capacity was calculated.)

a. **Legal land description of temporary storage**:
____1/4 _____1/4 ____1/4 of Section____ Township____ ☑N ☐S Range_____ ☑E ☐W
County Richland

b. Temporary **storage** capacity: _______________ **acre-feet**
Note: *Attach a description of how the temporary storage capacity was calculated. Use bathymetry data, survey, or engineering plans for capacity. Label the attachment as Attachment # 10b. Include the data sources used with this attachment. If these data sources are unavailable, use the following equation:*
Surface Acres x Maximum Depth (FT) x 0.5 = Capacity acre-feet.

11. Attach the following: (Check the box next to each question (a-g) to indicate that each has been attached to this application. Label each attachment with the corresponding letter (Attachment 11a-11g). **If a required box is not checked and/or the required materials are not attached, the form will be denied.**)

a. ☒A copy of the executed lease agreement.
b. ☒Evidence that the water right has been used within the last 5 years.
c. ☒A **statement of potential adverse effect explaining what potential adverse effect could occur from the change in use under the temporary lease and how this determination was made.**
d. ☒A description of planned actions that will be taken to **prevent potential adverse effects that, in aggregate, demonstrate no adverse effects.**
e. ☒Explain in detail **how the existing beneficial use of the leased water right and any supplemental water rights will cease on the existing place of use during the lease period. The explanation must account for the full volume of water proposed for lease and must clearly indicate where the beneficial use will cease, including the number and location of acres to be removed from irrigation, if applicable.**
f. ☒Provide a map **that clearly indicates where the existing beneficial use will cease, including the number and location of acres to be removed from irrigation, if applicable.**
g. ☒A description of the plan for measuring and reporting the amount of leased water.

Docusign Envelope ID: ADD21E04-2951-8E0B-8057-1DDAF8335888

Signature(s): *<u>All</u> owners must sign the form.*

I DECLARE UNDER PENALTY OF PERJURY AND UNDER THE LAWS OF THE STATE OF MONTANA THAT THE FOREGOING IS TRUE AND CORRECT.

Signed by:
Connie Iversen
F1F1895C13BF4B5...

Water Right Owner Signature ____ Date 6/4/2026

Printed Name Connie Iversen

Water Right Owner Signature ____ Date ____________

Printed Name ____

Form 650-Question #7

Consumptive Use Estimate per ARM 36.12.2102(3)

Nearest Site—Roosevelt County—Culbertson

IWR Center Pivot Irrigation Seasonal ET (inches)=23.73 Inches

Management Factor Percentage 1973 - 2006 (post-July 1, 1973 HCU)=64.90%

Inches Used per Acre = 23.73” x 64.90% = 15.40”

Historic Acres = 382 Acres

Historic Consumptive Use 382 acres * 15.40” = 490.23 Acre-Ft

Requested Volume = 150 Acre-Ft

Volume Requested is Less than Calculated Compulsive Use and Permitted Volume.

Required Acres not irrigated to reach requested Volume = 150 Acre-ft / (15.4”/12) = 116.29 Acres

Form 650-Question #11a

-Constance Iversen Temporary Water Right Lease Agreement

TEMPORARY WATER RIGHT LEASE AGREEMENT

This Temporary Water Right Lease Agreement ("Agreement") is entered into by and between:

LESSOR:
Constance Iversen
13749 County Road 332
Culbertson, MT 59218

LESSEE:
ASWS, LLC d/b/a Hamlin Water
5031 141st Ave NW
Williston, ND 58801

1. WATER RIGHT SUBJECT TO LEASE

The parties acknowledge that this Agreement concerns Montana Water Right No. 40S 4947-00.

Priority Date: February 27, 1975 at 1:35 P.M.
Source: Missouri River
Source Type: Surface Water
Historical Purpose: Irrigation
Maximum Flow Rate: 852 GPM
Maximum Volume: 350.00 Acre-Feet

Point of Diversion #1: NWSWSE, Section 4, Township 27 North, Range 55 East, Richland County, Montana
Point of Diversion #2: SESWSE, Section 33, Township 28 North, Range 55 East, Richland County, Montana
Diversion Means: Pump

2. PURPOSE OF LEASE

Lessor agrees to temporarily lease a portion of the water right described above to Lessee for industrial use associated with frac water supply operations.

3. LEASE TERM

The term of this Agreement shall commence on June 1, 2026 and terminate on September 1, 2026; provided, however, that water use under this Agreement shall not occur for a cumulative period exceeding forty (40) days during such term.

4. LEASE VOLUME

The parties intend to lease only a portion of Water Right No. 40S 4947-00, consisting of up to 150.00 acre-feet (approximately 1,629,450 barrels), subject to DNRC approval. The remaining portion of the water right not leased pursuant to this Agreement shall remain available for the Lessor's use, subject to applicable law and DNRC requirements.

5. HISTORICAL USE SUSPENSION

Lessor agrees that the historical consumptive use associated with the 150.00 acre-feet temporarily leased pursuant to this Agreement shall not be simultaneously exercised for irrigation purposes during the lease period and shall instead be temporarily allocated solely to the approved industrial use authorized by DNRC. Any portion of Water Right No. 40S 4947-00 not included in this temporary lease shall not be affected by this Agreement.

6. NO EXPANSION OF WATER RIGHT

The parties acknowledge that this Agreement is intended only to temporarily reallocate historical consumptive use and shall not increase the historical flow rate, volume, period of use, or consumptive use associated with Water Right No. 40S 4947-00.

7. EXISTING POINT OF DIVERSION

The parties agree that water use under this Agreement shall occur utilizing the existing point(s) of diversion associated with Water Right No. 40S 4947-00 unless otherwise approved by DNRC.

8. PAYMENT TERMS

Compensation and payment terms between the parties are confidential and intentionally omitted from this Agreement.

9. DNRC APPROVAL CONTINGENCY

This Agreement is expressly contingent upon issuance of all required authorization(s) from the Montana Department of Natural Resources and Conservation pursuant to applicable temporary lease procedures, including Form 650 requirements. No use shall occur prior to DNRC approval.

10. MEASUREMENT AND REPORTING

Lessee shall maintain records and measurements sufficient to satisfy DNRC requirements and applicable reporting obligations.

11. OWNERSHIP RESERVATION

Lessor retains all ownership rights and interests in Water Right No. 40S 4947-00. No permanent transfer, assignment, or severance of the water right is intended.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and may only be amended in writing signed by all parties.

LESSOR:

Constance Iversen

Signed by:
Constance Iversen
F1F1895C13BF4B5...

Signature

Date: 6/22/2026

LESSEE:

ASWS, LLC d/b/a Hamlin Water

Signature

Date: 6/22/2026

Form 650-Question #11b

-Evidence of usage in the past 5 years

-2025 WATER MEASUREMENT REPORT FORM

Form WM-03

RECEIVED
February 4, 2026 LY

DNRC
GLASGOW WATER RESOURCES

WATER MEASUREMENT

HOUR METER REPORT FORM

DATE: 1/15/2026

WATER RIGHT OWNER'S NAME: Constance C Iversen
WATER RIGHT NO(S): 40s 4947-00
LOCATION: RIchland Co Mt
USER INFORMATION: Sec 3,4,10 t 27 n, r 55 e
MEASUREMENTS REQUIRED: electric power meter
TYPE OF DEVICE USED: on line recorder,meter, VFD Ag Sense Panel

A DATE	B TIME	C HOUR METER (HOURS)	D PERIOD OF OPERATION (HOURS)	E VOLUME USED (AF)
6/2/2025 >9/01/2025	season total	65,350KW hours total	1604 hrs	246
F. ≅ TOTAL VOLUME USED THIS YEAR				

G. AVERAGE SYSTEM FLOW RATE 852 (*Check one:* ☑ GPM or ☐ CFS)

H. CHANGES IN SYSTEM FROM LAST YEAR none

Form WM-03-INS

WATER MEASUREMENT
HOUR METER REPORT FORM

INSTRUCTIONS FOR USING HOUR METER REPORT FORM

The purpose of the *HOUR METER REPORT FORM* is to record system information and hour meter observations that will allow one to determine the volume of water diverted. Most electric drive center pivot laterals are or can be equipped with an hour meter. Observing the intervals of time that a pump operates and determining an average flow rate, the pumped volume can be calculated.

LINE G: It is important to measure the average flow rate of your system. Record this value on Line G.

LINE H: When reporting changes in the system, identify those changes that will affect the average flow rate of the system. Please be reminded that changes in your system can affect the average flow rate. Typical changes that should be noted include:

4 Changing sprinkler nozzles, pumps, or motors;
4 Replacing main lines or laterals with different pipe sizes or material;
4 Reconfiguring the system;
4 Adding or deleting the amount of irrigated acreage;
4 Changing the type of end gun.

An explanation for each observation that is recorded on the *HOUR METER REPORT FORM* is given below.

COLUMN A & B - DATE & TIME
Record the date and time of the hour meter readings.

COLUMN C - HOUR METER
Record the accumulated number of hours shown on the meter.

COLUMN D - PERIOD OF OPERATION (HOURS)
Subtract the current hour meter value from the previous hour meter observation.

COLUMN E - VOLUME USED (AF)
Calculate the average flow rate and the period of time that water is diverted. The formulas below can be used to calculate the volume.

System Flow Rate in GPM X Period of Operation in Hours X 0.00018 = Volume in AF

System Flow Rate in CFS X Period of Operation in Hours X 0.0825 = Volume in AF

LINE F: TOTAL VOLUME USED THIS YEAR
Total the amounts in Column E, VOLUME USED. Enter this number on Line F, TOTAL VOLUME USED THIS YEAR.

Form 650-Question #11c

-Statement of Potential Adverse Effects

On May 8, 2025, the DNRC completed a technical analysis for WR 40S 30165533. The Department calculated the median of the mean monthly flow rates in cubic feet per second (CFS) for the Missouri River using USGS Gage 06185500 records for each month of the proposed period of diversion (Table 1, column B). These flows were converted to monthly volumes in AF (Table 1, column C) using the following equation found on DNRC Water Calculation Guide: median of the mean monthly flow (CFS × 1.98 AF/day/1 CFS × days per month = AF/month).

Table 1: Median of the Mean Monthly Gage Data (USGS Gage 06185500)		
A	B	C
Month	Median of the Mean Monthly Flow Rate at Gage 06185500 (CFS)	Median of the Mean Monthly Volume at Gage 06185500 (AF)
January	11,210	688,070
February	11,340	696,049
March	9,986	612,910
April	8,000	491,040
May	8,656	531,305
June	9,547	585,995
July	9,371	575,192
August	8,973	550,763
September	7,836	480,974
October	6,976	428,156
November	7,280	446,846
December	9,870	605,790

On May 8, 2025, the DNRC completed a technical analysis for WR 40S 30165533. The comparison between physically and legally available water in the Missouri River is shown in Table 7 below, indicating that water is legally available for the 40S 30165533 appropriation.

Table 7: Legal Availability at the Point of Diversion on Missouri River						
A	B	C	D	E	F	G
Month	Physically Available Water at POD (CFS)	Physically Available Water at POD (AF)	Existing Legal Demands between Surface Water Depletion and MT Border (CFS)	Existing Legal Demands between Depletion and MT Border (AF)	Legally Available Water (CFS)	Legally Available Water (AF)
January	11,215	688,182	5,873	352,721	5,342	335,460
February	11,345	628,802	5,943	352,721	5,402	276,080
March	10,002	613,145	5,888	352,796	4,114	260,350
April	8,089	476,728	6,393	365,946	1,697	110,783
May	8,754	533,207	7,347	423,475	1,407	109,733
June	9,651	569,340	8,077	463,475	1,574	105,865
July	9,475	577,440	9,139	533,475	336	43,965
August	9,077	553,011	8,569	498,475	508	54,536
September	7,934	467,361	7,366	421,642	568	45,718
October	7,066	429,810	6,334	365,691	732	64,119
November	7,296	432,667	5,945	353,064	1,351	79,604
December	9,875	605,902	5,873	352,721	4,001	253,180

On May 8, 2025, the DNRC completed a technical analysis for WR 40S 30165533. Table 8 compares the legally available flow rate and volume with the requested amount. Table 7 shows that water is legally available for the requested amount throughout the proposed period of diversion at the proposed source of supply. Even though the proposed water will be variable as dictated by oil drilling schedules, for comparison purposes, the monthly requested volumes are equal to the total requested volume divided by the period of use (1,000 AF/12 months = 83.3 AF/month). The Department finds the proposed appropriation of 11.1 CFS and up to 1,000 AF for 40S 30165533 to be legally available during the proposed period of use.

Table 8: Legal Availability Comparison of Flow Rate and Volume						
A	B	C	D	E	F	G
Month	Legally Available Water (CFS)	Legally Available Water (AF)	Applicant Requested Flow Rate (CFS)	Applicant Requested Volume (AF)	Remaining Legally Available Water (CFS)	Remaining Legally Available Water (AF)
Jan.	5,342	335,460	11.1	83.3	5,331	335,377
Feb.	5,402	276,080	11.1	83.3	5,391	275,997
March	4,114	260,350	11.1	83.3	4,103	260,267
April	1,697	110,783	11.1	83.3	1,686	110,700
May	1,407	109,733	11.1	83.3	1,396	109,650
June	1,574	105,865	11.1	83.3	1,563	105,782
July	336	43,965	11.1	83.3	325	43,882
August	508	54,536	11.1	83.3	497	54,453
Sept.	568	45,718	11.1	83.3	557	45,635
Oct.	732	64,119	11.1	83.3	721	64,036
Nov.	1,351	79,604	11.1	83.3	1,340	79,521
Dec.	4,001	253,180	11.1	83.3	3,990	253,097

DRAFT Preliminary Determination to GRANT
Page 16 of 28
Application for Beneficial Water Use Permit No. 40S 30165533

On May 8, 2025, the DNRC completed a technical analysis for WR 40S 30165533. The Department finds the proposed appropriation of 11.1 CFS and up to 1,000 AF for 40S 30165533 to be legally available during the proposed period of use.

Water rights and Applications received after May 8, 2025, for the Missouri River are as follows

WR Number	Max CFS	Total Acre-FT	# of Months	Monthly Ac-Ft
40S 30171344	0.045	1.9	7	0.27
40S 30174164	6.68	541	6	90.17
40S 30170948	6.7	247.1	12	20.59
40S 30171197	9.36	1000	12	83.33
40S 30171137	12	1000	12	83.33
40S 30174101	10	850	12	70.83
40S 30171138	12	1000	12	83.33
Total	56.79	4640		

The Department's May 8, 2025, analysis, updated with all new permit flow rates and volumes, prorated per month, is as follows.

Table 8: Legal Availability Comparison of Flow Rate and Volume						
A	B	C	D	E	F	G
Month	Legally Available Water (CFS)	Legally Available Water (AF)	40S 30165533 + New Since 5/8/25 WR Flow Rate (CFS)	40S 30165533 + New Since 5/8/25 WR Requested Volume (AF)	Remaining Legally Available Water (CFS)	Remaining Legally Available Water (AF)
Jan.	5,342	335,460	67.9	515.2	5,274	334,945
Feb.	5,402	276,080	67.9	515.2	5,334	275,565
March	4,114	260,350	67.9	515.2	4,046	259,835
April	1,697	110,783	67.9	515.2	1,629	110,268
May	1,407	109,733	67.9	515.2	1,339	109,218
June	1,574	105,865	67.9	515.2	1,506	105,350
July	336	43,965	67.9	515.2	268	43,450
August	508	54,536	67.9	515.2	440	54,021
Sept.	568	45,718	67.9	515.2	500	45,203
Oct.	732	64,119	67.9	515.2	664	63,604
Nov.	1,351	79,604	67.9	515.2	1,283	79,089
Dec.	4,001	253,180	67.9	515.2	3,933	252,665

The Department's May 8, 2025, analysis, plus any new water rights or water right applications since that date, shows that water is both physically and legally available at the 40S 30165533 POD. There are no major tributaries between the 40S 30165533 POD and the 40S 4947 POD. Considering that water is physically and legally available downstream of 40S 4947 without contribution from a major tributary, it must be considered fact that water at all times throughout the year is legally and physically available at the 40S 4947 POD.

There are no adverse effects to water rights near the 40S 4947 POD, based on the physical and legal availability analysis.

The historical use of 40S 4947 is for pivot irrigation. Pivot irrigation is operated in such a manner that there are no return flows to the Missouri River. The leased purpose of 40S 4947 will also not have return flows. There is no change in historical return flows with the proposed lease and therefore no adverse effect.

Pivot irrigation is typically designed only to replace the water lost by the crop through evapotranspiration. This pivot irrigation system is no different and has not been overdesigned to bank water. With ET demand being met without excess, this historical use of this pivot requires constant watering with very few to no breaks between individual circles. The proposed lease purpose will operate 24 hours a day for 40 days, which will closely match how the pivot was operated.

This consistent pumping pattern, along with the technical analysis presented, indicates that no adverse effects will be observed due to little to no change in pumping patterns.

Form 650-Question #11d

-Planned actions to Prevent Adverse Effects

If a call is made to reduce or stop pumping, the valves will be closed, and the pump will be stopped. The pump will be secured by a keyed locking device. Additionally, a flow meter will be installed to continuously monitor and maintain flow at the appropriate rate.

Form 650-Question #11e

-How will the existing beneficial use of water rights cease.

The center pivot is equipped with three forms of technology, allowing it to stop irrigating in certain areas of the field. The pivot has mechanical arms and switches that, together with a physical barricade, will prevent the machine from entering a sector of the field. The main control panel also has sector control, as does the cellular control device connected to it. All three means will be used to keep the pivot from entering sectors of the field that are being idled and farmed as dryland during the lease period. The idled acres will total 116 in the SE 1/4 of Section 4, Township 27N, R55E.

Irrigation on approximately 116 historical acres associated with Water Right 40S 4947 will cease entirely during the lease period from any water right.

Form 650-Question #11f

-MAP OF IRRIGATION ACRES IDLED:

116.9 acres in
SW Sect 4, R 55E, T 27N will
not be irrigated during years
the water is leased.

UNITED STATES
PARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

DUGOUT CREEK QUADRANGLE
MONTANA
7.5 MINUTE SERIES (TOPOGRAPHIC)

Mapped, edited, and published by the Geological Survey
as part of the Department of the Interior program
for the development of the Missouri River Basin

Control by USGS, USC&GS, and Missouri River Commission

Topography by photogrammetric methods from aerial
photographs taken 1968. Field checked 1969

Polyconic projection. 1927 North American datum
10,000-foot grids based on Montana coordinate system,
central and north zones
1000-meter Universal Transverse Mercator grid ticks,
zone 13, shown in blue

Fine red dashed lines indicate selected fence lines

To place on the predicted North American Datum 1983
move the projection lines 2 meters north and
39 meters east as shown by dashed corner ticks

UTM GRID AND 1989 MAGNETIC NORTH
DECLINATION AT CENTER OF SHEET

Revisions shown in purple and woodland
compiled from aerial photographs taken 1980
and other sources. This information not
field checked. Map edited 1989

SCALE 1:24000

CONTOUR INTERVAL 20 FEET
DOTTED LINES REPRESENT 10-FOOT CONTOURS
NATIONAL GEODETIC VERTICAL DATUM OF 1929

THIS MAP COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS
FOR SALE BY U. S. GEOLOGICAL SURVEY, DENVER, COLORADO 80225, OR RESTON, VIRGINIA 22092
A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQUEST

QUADRANGLE LOCATION

There may be private inholdings within the boundaries
of the National or State reservations shown on this map

ROAD CLASSIFICATION

Primary highway, hard surface
Secondary highway, hard surface
Light-duty road, hard or improved surface
Unimproved road
Interstate Route
U. S. Route
State Route

DUGOUT CREEK, MONT.
48104-A5-TF-024

1969
PHOTOREVISED 1989
DMA 5080 II SE—SERIES V894

Form 650-Question #11g

-Description of how the water will be metered

The system’s hydraulic performance is verified by an inline flow meter installed immediately downstream of the diesel-powered source pump. This meter serves as the primary data source for both real-time operational control and long-term regulatory reporting. During active pumping, the on-site crew monitors the meter's instantaneous flow rate displays to ensure the pumps are tuned to the correct operating parameters and to verify system stability. Simultaneously, the meter interfaces with the satellite-linked IDT Harmony remote monitoring system, which autonomously records and archives the data. This digital platform generates comprehensive reports detailing daily, monthly, and annual volumes, providing a record of total water usage and ensuring full transparency for water rights compliance. Detailed flow meter specifications are provided in the attached Appendix A.

Form 650-Proof of Beneficial Use

See attached pages

-Commercial Water Purchase agreement with Morning Star Operating

-The individual well descriptions are provided below:

API #	Well Name	Lease Name	Location	Operator	Status	Approximate Water Volume Needed (bbls)
25-083-23553	Apollo 8-36-1H		Richland County, MT	MorningStar Operating LLC	Permit To Drill	467,000
25-083-23554	Apollo 8-36-2H		Richland County, MT	MorningStar Operating LLC	Permit To Drill	467,000

Commercial Water Purchase Agreement

This Commercial Water Agreement (the "Agreement") is made and entered into effective this 3rd day of February, 2026 (the Effective Date), by and between ASWS, LLC d/b/a Hamlin Water, located at 5031 141st Avenue NW Williston, ND 58801 (hereinafter referred to as the "Seller") and Morning Star Operating LLC, and its affiliates, located at 400 W. 7th Street Ft. Worth, TX 76102 (hereinafter referred to as "Purchaser").

Recitals

WHEREAS, Seller and Purchaser desire to enter into a formal legal agreement to sell and purchase water for commercial purposes, i.e., oil and natural gas development; and

WHEREAS, Purchaser has multiple oil and gas drilling sites located near Seller's water supply,

WHEREAS, Seller has agreed to supply water in the specific amounts below and Purchaser will utilize the water purchased from the Seller solely for "beneficial use" in the oil and natural gas operations to be conducted solely within the State of Montana.

NOW, THEREFORE, IN CONSIDERATION of 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) **SELLER'S REPRESENTATIONS.** Seller holds (or will hold) the exclusive right to sell water from the S ½ of Section 31, Township 27 North, Range 55 East as described in the Seller's pending application for the Beneficial Water Use Permit No.________________ (Provisional or Pending) and hereinafter referred to as the "Permit". (See DNRC Application Number__________________,
2) **PURCHASER'S REPRESENTATIONS.** Purchaser will purchase up to **850 Acre feet** of water per year from Seller as described by the Permit Application No. _______________and that the water to be purchased shall be utilized solely for the Purchaser's beneficial use in oil and gas development operations conducted solely in the State of Montana.
3) **SPECIFIC USE/LOCATIONS[S] OF PURCHASER'S BENEFICIAL USAGE OF PURCHASED WATER.** The following specific locations (not including and additional locations that Purchaser deems to be economically feasible) are as follows and more specifically described in the "Permit" application:

   Service Area: See attached "Exhibit A-Topo Map, Exhibit B-Aerial Map, Exhibit C-Richland County Map, Exhibit D-Well List"

4) **PRICING.** For and in consideration of the mutual covenants and conditions stated herein, Purchaser shall pay Seller the agreed upon price per barrel for each barrel of water purchased in accordance with the Agreement and the parties hereto agree that the purchase price per barrel shall remain confidential.

5) **PAYMENT BY PURCHASER.** Purchaser shall, pursuant to Section 4 of this agreement, remit to Seller the agreed upon per barrel payment at the address identified below on or before the 30th day following the months that water is transported from the Seller[1]s water source as described in the "Permit"

6) **WATER PURPOSE AND TRANSPORTATION.** Purchaser agrees to comply with MCA 85-2-310 (9). Furthermore, Purchaser agrees that the purpose for which the water is being purchased is for the end use in oil and gas development, specifically including but not limited to providing and transporting water to well sites located solely in the State of Montana and more specifically described in Section 3 of MCA 85-2- 310.

7) **PURCHASERS BENEFICIAL USE SHALL BE SOLELY WITHIN THE STATE OF MONTANA.** Purchaser hereby agrees that the water purchased pursuant to the Agreement will not be transported out of the State of Montana and that by signing the Agreement Purchaser is on notice of the prohibition of transporting water out of the State of Montana and restrictions of in-state use pursuant to Seller's Permit No________________. In the event Purchaser defaults under the requirements of this paragraph, Seller reserves the right to terminate this Agreement immediately without notice of default being required as provided for in Section 18 below.

8) **TERM OF AGREEMENT.** Purchaser and Seller hereby agree that this agreement shall remain in full force and effect for the period of ten (10) years in consecutive one-year agreements that will automatically go into effect upon the expiration of the preceding Agreement and may be extended by the mutual agreement of the parties' provided said extension is set forth in writing. Due to the inherent fluctuations of the Oil and Gas Industry this Agreement may be terminated by either party with thirty (30) days' notice to the other party or as otherwise provided herein.

9) **NO AGENCY CREATED.** Nothing in the Agreement shall be construed to constitute either party of the agent of the other, and neither party shall have authority to bind the other to a third party in any manner whatsoever.

10) **EXPENSES.** Except as otherwise specifically provided, each party is responsible for its own fees, costs, and other expenses-including fees for counsel, financial advisors, and accountants- incurred in negotiating and preparing this Agreement and in closing and carrying out the transactions contemplated under it.

11) **AMENDMENTS.** No provision of this Agreement may be amended or modified except by a written instrument executed by all parties to this Agreement.

12) **MULTIPLE ORIGINALS; VALIDITY OF COPIES.** This Agreement may be signed in any number of counter parts, each of which will be deemed an original. Any personals may rely on a copy of this Agreement that any party to this Agreement certifies to be a try copy to the same effect as if it were an original and an electronically transmitted executed copy shall be deemed an original.

13) **NOTHIRD-PARTY BENEFICIARIES.** This agreement is for the sale benefit of its parties and their respective heirs, executors, administrators, successors, and assigns. Nothing in this agreement, expressed or implied, confers any legal or equitable right, benefit, or remedy of any nature whatsoever upon any other person or the creditors of any person.

14) **SUCCESSORS.** Except as otherwise provided in this Agreement, all provisions of this Agreement bind,

20) **MODIFICATION FOR LEGAL EVENTS.** If any court of competent jurisdiction determines that any provisions or any part of a provision set forth in this Agreement is unenforceable because of Its duration or geographic scope, the court has the power to modify the unenforceable provision instead of severing it from this Agreement in its entirety. The modification may be by rewriting the offending provision, by deleting all or a portion of the offending provision, by adding additional language to this Agreement, or by making other modifications, as it determines necessary to carry out the parties' intent to maximum extent permitted by applicable law. The parties expressly agree that this agreement modified by the court is binding upon and enforceable against each of them.

21) **SEVERABILITY.** The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision of this Agreement. If a court of competent jurisdiction determines that any provision is invalid, the remaining provisions of this agreement are to be construed as if the invalid provision had never been included in this Agreement. Subject to Section 20, upon a determination that any provision is invalid, illegal, or unenforceable, the parties to this Agreement shall negotiate in good faith to modify this Agreement to give effect to the original intent of the parties as closely as possible in a mutually acceptable manner so that the transactions contemplated by this agreement be consummated as originally contemplated to the greatest extent possible.

22) **FURTHER ASSURANCES.** In connection with this Agreement and the transactions contemplated by it, the Seller and Purchaser each agree to provide further assurances if requested by the other. These further assurances include signing and delivering any additional documents, instruments, conveyances, and other assurances or taking any further actions necessary to carry out the provisions of or transactions contemplated by this Agreement.

23) **INDEMNIFICATION.** For purposes of this Section, the following definitions shall apply: Purchaser means Purchaser, Morning Star Operating LLC, any subsidiary and affiliated companies, and its and its officers, members, managers, employees, contractors, subcontractors, and invitees. Seller means Seller Yellowstone Land and Livestock, LLC (entity) subsidiary and affiliated companies, and its and their officers, members, managers, employees, contractors, subcontractors, and invitees.

A. "Both Parties agree to assume full responsibility for and release, protect, defend, indemnify, and hold harmless the other Party (whether Purchaser or Seller) and its affiliates, officers, directors, employees, agents, representatives, and contractors from and against all losses, claims, demands, and causes of action of every kind and character, including, but not limited to, those related to personal or bodily injury, illness, or death of any member of the respective Party's group, or damage to or loss of property of any member of the respective Party's group, arising out of, in connection with, or incident to the performance of this Agreement or the services provided hereunder, whether resulting directly or indirectly from such performance or the execution of this Agreement."

B. Seller shall be responsible for, and agrees to waive, release, protect, defend, indemnify, and hold Purchaser harmless from and against, any and all losses relating to or resulting from surface or subsurface loss or damage, including but not limited to, trespass and loss of or damage to any components or facilities of the property and/or facilities, or impairments of any property rights to water, oil, gas, or other mineral substances on or near the surface estate of the property, REGARDLESS OF CAUSE.

C. Except as stated herein, the Seller and Purchaser assume full responsibility for and agrees to release, protect, defend, indemnify, and hold the other harmless from and against any and all losses related to, resulting from, or in connection with governmental fines, assessments or penalties, which arise out of, in connection with, incident to or results directly or indirectly from this Agreement, the property, and/or access thereto, REGARDLESS OF CAUSE

D. No withstanding anything herein, Purchaser agrees to repair any damage to Seller's property as a result of Purchaser's operations as near its original condition as reasonably practicable.

This section shall survive the termination or expiration of this Agreement.

24) **HEADINGS.** All Section headings are inserted for convenience only and are not intended to modify or interpret this Agreement.

25) **ENTIRE AGREEMENT; MODIFICATION.** This Agreement constitutes the sole and entire agreement of its parties with respect to the Agreement's subject matter This Agreement supersedes all prior and contemporaneous understandings, agreements, representations, and warranties-both written and oral- with respect to the subject matter. As between or among the parties, no oral statements or prior written material not specifically incorporated herein shall be of any force and effect. The parties specifically acknowledge that, entering into and executing this Agreement, each is relying solely upon the representations and agreements contained in this Agreement and no others.

26) **LEGAL AUTHORITY.** The parties hereto warrant and represent that they have the full legal authority by their respective entities to legally execute this Agreement and that said execution is legally binding.

28) **JURISDICTION.** The parties hereto agree that this agreement shall be governed by the laws of The State of Montana and that venue shall lie exclusively in Richland County, Montana, unless otherwise mutually agreed upon by the parties hereto.

IN WITNESS WHEREOF, the parties hereto duly executed this Agreement as of the day and year first written above.

PURCHASER: MORNINGSTAR OPERATING, LLC

By: Charles D. Pearson
Title: Vice President - Land, San Juan

SELLER: ASWS, LLC

By: Holden Russell
Title: General Manager

EXHIBIT A-TOPO MAP

Attached to that certain Commercial Water Purchase Agreement by and between ASWS, LLC (as Seller) and MORNINGSTAR OPERATING, LLC (as Purchaser) dated the 3rd day of February 2026.

SPECIFIC USE LOCATIONS

Being those certain Township & Ranges depicted below, located in Richland County, Montana.

ALL SECTIONS OF THE FOLLOWING TOWNSHIPS:

27N53E, 26N52E, 26N53E, 26N54E, 26N55E, 25N51E, 25N52E, 25N53E, 25N54E, 24N52E, 24N53E, 24N54E, 24N55E, 23N53E, 23N54E, 23N55E

25N55E: ALL SECTIONS EXCEPT 35 & 36

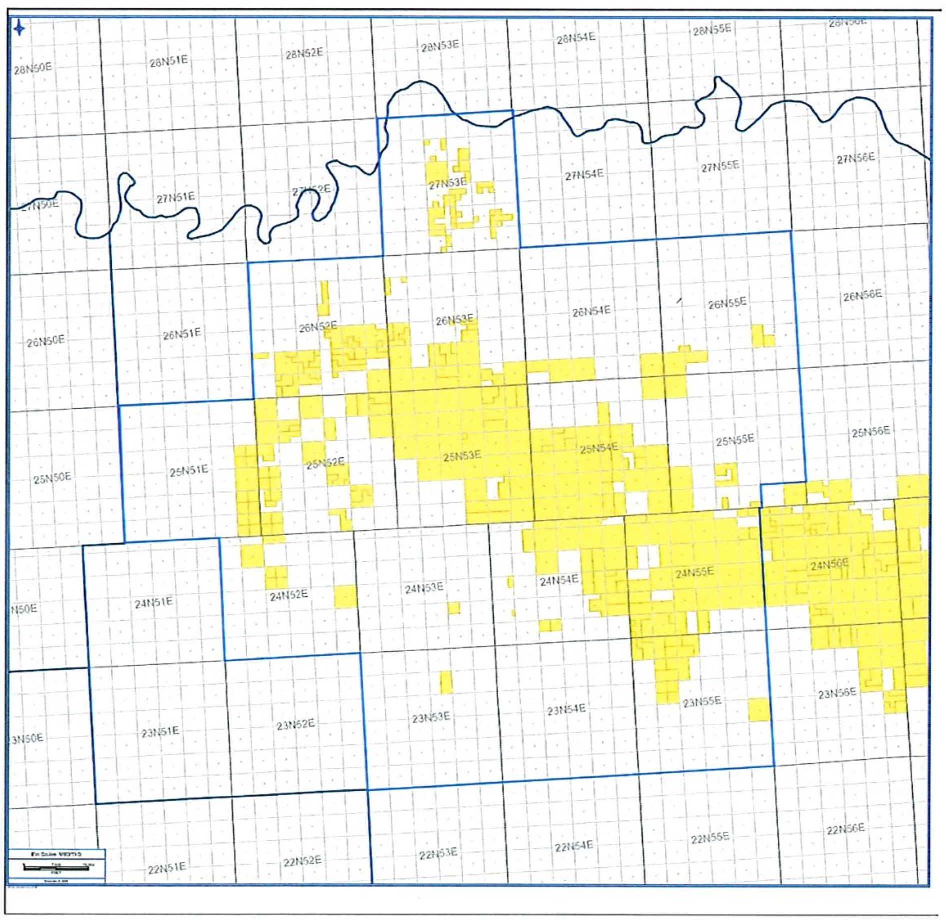

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EXHIBIT B-AERIAL MAP

Attached to that certain Commercial Water Purchase Agreement by and between ASWS, LLC (as Seller) and MORNINGSTAR OPERATING, LLC (as Purchaser) dated the 3rd day of February 2026.

SPECIFIC USE LOCATIONS

Being those certain Township & Ranges depicted below, located in Richland County, Montana.

ALL SECTIONS OF THE FOLLOWING TOWNSHIPS:

27N53E, 26N52E, 26N53E, 26N54E, 26N55E, 25N51E, 25N52E, 25N53E, 25N54E, 24N52E, 24N53E, 24N54E, 24N55E, 23N53E, 23N54E, 23N55E

25N55E: ALL SECTIONS EXCEPT 35 & 36

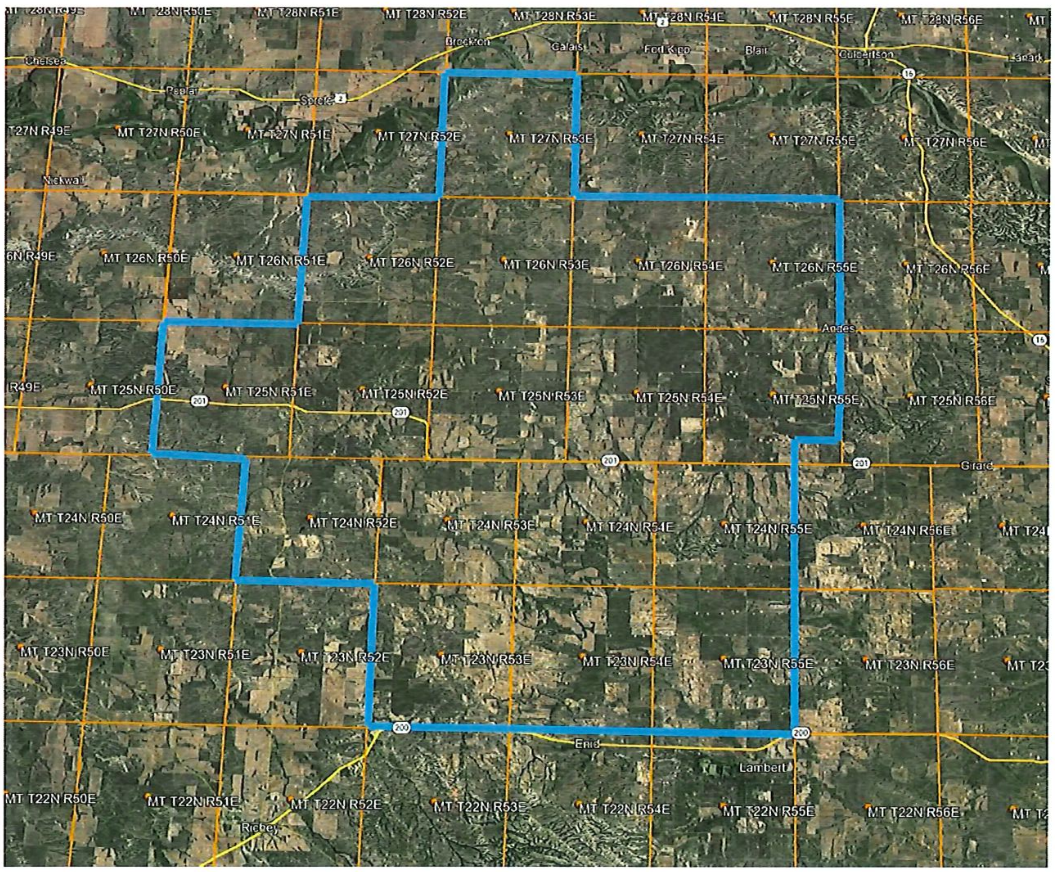

EXHIBIT C-RICHLAND COUNTY MAP

Attached to that certain Commercial Water Purchase Agreement by and between ASWS, LLC (as Seller) and MORNINGSTAR OPERATING, LLC (as Purchaser) dated the 3rd day of February 2026.

SPECIFIC USE LOCATIONS

Being those certain Township & Ranges depicted below, located in Richland County, Montana.

ALL SECTIONS OF THE FOLLOWING TOWNSHIPS:

27N53E, 26N52E, 26N53E, 26N54E, 26N55E, 25N51E, 25N52E, 25N53E, 25N54E, 24N52E, 24N53E, 24N54E, 24N55E, 23N53E, 23N54E, 23N55E

25N55E: ALL SECTIONS EXCEPT 35 & 36