

TERMS AND CONDITIONS

THIS AGREEMENT CONTAINS PROVISIONS RELATIVE TO INDEMNITY, RELEASE OF LIABILITY AND ALLOCATION OF RISK.

Your purchase of water from SAN CHRISTOVAL WATER, L.L.C. (the "Company") is subject to and conditioned on your agreement to the terms and conditions contained herein as follows:

1. These Terms and Conditions ("Terms") are valid and binding upon you ("Buyer") and your affiliates, parents, subsidiaries, owners, members, managers, officers, employees, agents, representatives, invitees and guests ("Buyer Group") at such time as any member of Buyer Group (1) makes an election at www.sanchristovalwater.com (the "Website") to be bound to these Terms; or (2) signs a sales ticket with these Terms printed thereon; or (3) takes any water from facilities owned or controlled by the Company, the act of taking such water being evidence of Buyer's agreement to be bound by these Terms in their entirety. There are no other agreements between the Company and Buyer except these Terms and the sales ticket.

2. Buyer shall make payment to Company at the address shown on the sales ticket within 30 days from the date of taking water from the Company. Such payment shall be for the number of barrels of water taken by Buyer at the rate set for such water by Company from time to time. Buyer shall make payment based on the number of barrels reflected on the sales ticket as recorded by Buyer. Buyer may be rebilled for any additional barrels taken but for which payment was not made as determined by the measurement devices or other devices used by Company. Payment for any additional water taken as determined by Company shall be paid within 30 days of the date of receipt of any invoice therefor and shall be billed at twice the then current rate for water sales.

3. Buyer, for itself and the Buyer Group, acknowledges that Company specifically disclaims all warranties of every kind or nature, expressed or implied or imposed by law, rule or regulation, including specifically, but without limitation, warranties concerning the content of the water sold by Company and that Company would not sell water to Buyer without Buyer's waiver of all of such warranties, which Buyer does hereby waive. Buyer acknowledges that water testing results posted on the Website from time to time are made available as a convenience only and that Buyer may not rely on such reports or information in any way whatsoever. Buyer warrants to Company that Buyer will make no use of the water for consumption by humans or animals whatsoever.

4. ASSUMPTION OF RISK; RELEASE; INDEMNITIES--CLAIMS. Buyer, for itself and the Buyer Group, does hereby agree to assume all risks and liabilities existing or arising in connection with the presence of Buyer on the property of the Company, or its affiliates, parents, subsidiaries, owners, members, managers, officers, employees, agents, representatives, invitees and guests (the "Company Group"), the entry on and exit from such property, the use of any of the property, facilities or equipment of any of the Company Group. Buyer, for itself and the Buyer Group, does hereby agree to release Company Group from any liability and to hold harmless and indemnify the Company Group from and against each and every award, cause of action, claim, cost, expense, damage, demand, judgment, liability, fine, penalty, and loss of every character, kind, and nature including, without limitation, attorney's fees, court costs, fines, penalties, punitive damages, and remedial obligations (herein collectively "Claims") arising from any damage to property, personal injury or death arising on the property of any member of the Company Group or in connection with the purchase of water from the Company, the transfer of water from the Company to Buyer's vehicles or equipment, the use of any property, facilities or equipment of any member of the Company Group or any activity, act, omission or failure to act (including negligent acts or omission) on the part of any person including any member of the Company Group.

5. LIABILITIES; RELEASE; INDEMNITIES—DAMAGES, CONTAMINATION. Buyer shall not release or dispose of any substance on the property of Company or any member of the Company Group, including, without limitation, water which is contained in the vehicles or equipment of Buyer, or any substance deemed or defined as hazardous, toxic or inherently dangerous or the handling, storage or transportation of which is regulated by any law, rule or regulation designed to protect the environment. Buyer, for itself and the Buyer Group, agrees to hold harmless and indemnify

Company Group from and against any damage, loss or Claim arising from or in connection with a violation of this provision.

6. ASSUMPTION OF RISK; RELEASE; INDEMNITIES—WATER. Buyer, for itself and the Buyer Group, does hereby agree to assume all risks and liabilities existing or arising in connection with the use of water obtained from Company. Buyer, for itself and the Buyer Group, does hereby agree to release Company Group from any liability and to hold harmless and indemnify the Company Group from and against any and all Claims arising from an damage to property, personal injury or death arising from the use of the water.

7. **ALL INDEMNITY OBLIGATIONS AND/OR LIABILITIES ASSUMED UNDER THESE TERMS ARE WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF, INCLUDING PREEXISTING CONDITIONS, STRICT LIABILITY, FAULT, BREACH OF CONTRACT OR WARRANTY, OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, CONTRIBUTORY, OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS OF THE INDEMNITEES. BOTH PARTIES AGREE THAT THIS STATEMENT COMPLIES WITH THE REQUIREMENT, KNOWN AS THE EXPRESS NEGLIGENCE RULE, TO EXPRESSLY STATE IN A CONSPICUOUS MANNER TO AFFORD FAIR AND ADEQUATE NOTICE THAT THIS AGREEMENT HAS PROVISIONS REQUIRING ONE PARTY (THE INDEMNITOR) TO BE RESPONSIBLE FOR THE NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OF ANOTHER PARTY (THE INDEMNITEE). EACH PARTY REPRESENTS (1) THAT IT HAS CONSULTED AN ATTORNEY CONCERNING THIS AGREEMENT OR, IF IT HAS NOT CONSULTED AN ATTORNEY, THAT IT WAS PROVIDED THE OPPORTUNITY AND HAD THE ABILITY TO SO CONSULT, BUT MADE AN INFORMED DECISION NOT TO DO SO, AND (2) THAT IT FULLY UNDERSTANDS ITS OBLIGATIONS UNDER THIS AGREEMENT. All indemnities in this Agreement shall apply regardless of insurance coverage of any person.**

8. Buyer shall secure and maintain the following insurance coverage (with waivers of subrogation in favor of Company Group) and to provide certificates evidencing same if and when requested by Company:

- a. Workers' Compensation insurance in accordance with the laws of the State of Texas and Employer's Liability insurance with minimum limits of \$1,000,000.
- b. Comprehensive (or Commercial) General Liability with the minimum limit of \$1,000,000 combined single limit per occurrence for Bodily Injury and Property Damage. If the policy has an annual aggregate limit the aggregate will be on a "per project" or "per location" basis; or Buyer shall carry Excess Liability (or Umbrella) coverage that will "drop down" over each claim if such limit becomes exhausted.
- c. Automobile Liability insurance covering owned, non-owned and hired automotive equipment with minimum limits of \$1,000,000 combined single limit for Bodily Injury and Property Damage.

9. Company may refuse to sell water to Buyer or refuse to permit Buyer to have access to the property, facilities or equipment of Company at any time, with or without cause and with or without prior notice.