

COOPERATION AGREEMENT

THIS REIMBURSEMENT AGREEMENT (the "Agreement") is made as of May ____, 2012, (the "Effective Date") between VISTA SAND, a Texas corporation, ("Company") and

STATEMENT OF FACTS

- A. The Company intends to develop, construct and operate a transload facility (the "Facility") on real property located in Menomonie Township, Dunn County, Wisconsin, and which is depicted on Exhibit A attached hereto (the "Property").
- B. The Owners are the owners of that certain real property located at _____ in the vicinity of the Property (the "Adjacent Property").
- C. In recognition of the potential for impacts arising from Company's use of the Property and in exchange for the Owners' cooperation and support in obtaining all necessary approvals from applicable governmental authorities for the Facility, the Company has agreed to compensate the Owners upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Owners hereby agree as follows:

1.) Cooperation. As a material inducement to the Company executing this Agreement, the Owners shall fully cooperate with Company in the pursuit of all approvals deemed necessary by Company for its intended use of the Property and for the construction and operation of the Facility (the "Governmental Approvals"). The Owners shall fully cooperate with Owners in the pursuit of the Governmental Approvals including, without limitation, publicly confirming, orally or in writing as requested by the Company, their support for the construction and operation of the Facility.

For purposes of this Agreement, "Final Approval" shall be the date when: (i) all of the Governmental Approvals have been reviewed and finally approved by the appropriate governmental agencies, (ii) any ordinances with respect thereto have taken effect, (iii) the time has passed for appeal of all Governmental Approvals, (iv) no notice of referendum or initiative with respect to any Governmental Approval has been published or publicized and (v) any appeals or litigation with respect to (iii) or (iv) above have been prosecuted and resolved in a manner which is satisfactory to the Company and are not subject to remand to lower courts or governmental agencies.

- 2.) **Payment.** Provided that the Owners and all other family member occupants of the Adjacent Property have fully complied with all of the provisions of this Agreement and further provided that Company obtains Final Approval, the Company shall pay the Owners in cash within thirty (30) days after Final Approval.
- 3.) **Remedies.** Should Owners or the Company default in any of their respective obligations under this Agreement, the other party(s) shall be entitled to exercise all remedies available at law or equity. If any party(s) defaults under any of the terms of this Agreement, all costs and expenses, including without limitation reasonable attorneys' fees of the non-defaulting party(s) incurred in enforcing collection or performance under this Agreement shall be payable by such defaulting party.
- 4.) **Termination.** This Agreement shall terminate upon the earlier to occur of (a) the date that Company pays Owners pursuant to Section 2 above; or (b) the date that any or all of the Owners abandon, convey or otherwise transfer, lease or sublease all or any portion of their interest in the Property.
- * 5.) **Confidentiality.** Owners shall keep the existence of the terms of this Agreement, and all information disclosed by Company or its employees, agents or representatives to Owners confidential, except to the extent required by law. This section shall survive the termination of this Agreement.
- 6.) **No Assignment.** This Agreement is personal to Owners. Owners shall not transfer, convey, assign or otherwise dispose of all or any partial interest in this Agreement and any attempt to do so shall be null and void and of no effect.
- 7.) **Miscellaneous.** This Agreement shall be governed by the laws of Wisconsin. This Agreement is the entire understanding between the parties and supersedes any prior agreements or understandings whether oral or written. This Agreement may not be amended except by a written instrument executed by both parties. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or email copies shall be deemed originals.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS OF THE FOREGOING, the parties hereto have caused this Agreement to be executed as of the Effective Date.

COMPANY:

VISTA SAND

By: _____

Its: _____

OWNERS:
