

PERMIT TO CONDUCT GEOPHYSICAL OPERATIONS ("PERMIT")

Webb County School Land
1000 Houston Street
Laredo, Texas 78040

Prospect: Lewis Energy- Owen
Permit No.: 101
Date: 3-24-2015

RE: Mineral Permit

Dear Mr. Ray Rodriguez

MicroSeismic, Inc. ("MSI") and/or its assigns, hereby respectfully requests your permission to conduct a geophysical survey (2-D type), including the right of ingress and egress for such purposes across the mineral (oil and gas) interests owned or leased by you in Webb Counties, TX, more fully described below. The purposes of the survey are to acquire 2D seismic data for research purposes in development of a new imaging technique and are non-commercial in nature. Any imaging will be strictly limited to the area directly associated with the wellbores that are being stimulated in association with this project.

Legal Description (hereafter called the "Lands"):

AS WELL AS ANY MINERAL POSITION Webb County School Land **MAY** HAVE OR ACQUIRE WITHIN THE BOUNDARIES OF THE MSI 2D, THAT MSI MAY BE UNAWARE OF AT THIS TIME AS DEPICTED ON THE ATTACHED PLAT(S): "**Company**" MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO OWNERSHIP OF ITS INTEREST.

MSI's operations on the Lands will be conducted in accordance with standard industry practices and in a prudent and careful manner. MSI agrees to indemnify and hold you harmless from any and all claims, liabilities, losses, damages, or judgments (if any) arising out of any operations of MSI, and / or MSI's agents, servants, employees, or independent contractors, collectively "MSI Group" which are caused by MSI operations, negligence, misconduct, or failure to exercise due care. For this seismic survey it is our intention to include under this Permit any surface and mineral (oil and gas) interests (where your interest is in the minerals/oil and gas) owned by you but that we may not be aware of at this time lying within the boundaries of this survey.

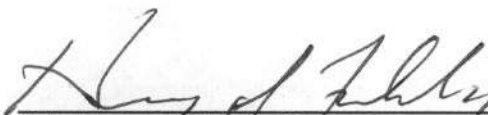
This Permit shall survive any lease, sale, trade, assignment or conveyance of the Lands made after the Effective Date of this Permit, as listed below, and will be binding on your successors or assigns.

Please sign this Permit in the space provided below, return one copy of this Permit to our office in the enclosed courtesy envelope and retain the other copy for your records. Please add your phone number if it is not already indicated below.

Thank you for your time and consideration.

Sincerely,

This Permit should be returned to:
MicroSeismic, Inc.
10777 Westheimer, Suite "500"
Houston, TX 77042
Attn: Jake Fadeley, Agent
Office Phone No.: (713) 781-2323
Mobile Phone No.: (713) 304-3044
Email: hjfad@aol.com

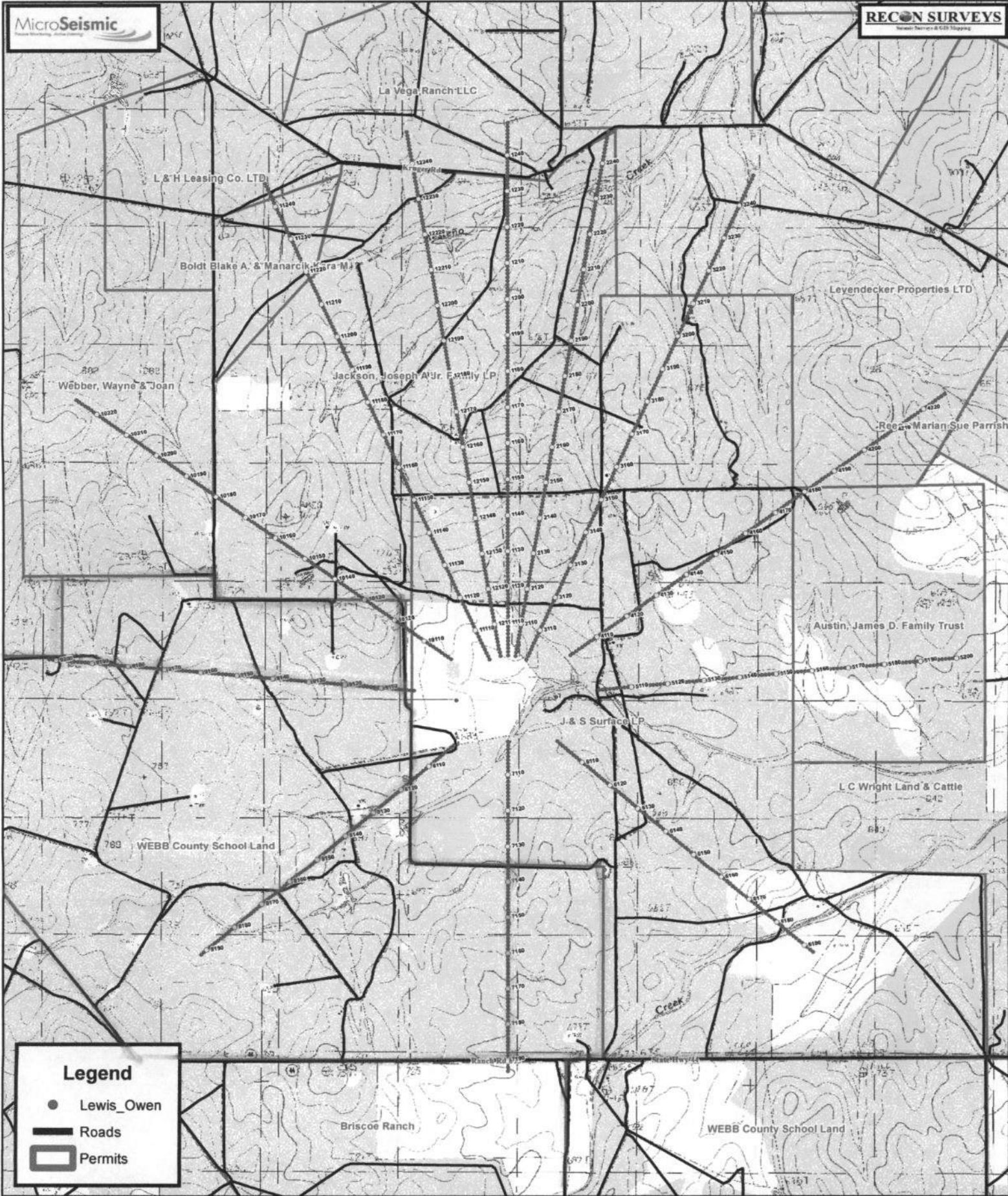


Jake Fadeley, Mineral Permit Agent

Permission Granted By:  _____

Effective Date: _____, 2015

Owner Phone#: (____) - ____ - ____ Cell#: (____) - ____ - ____



Legend

- Lewis_Owen
- Roads
- ▭ Permits



0 950 1,900 3,800 5,700 Feet
NAD_1927_StatePlane_Texas_South_FIPS_4205

Webb Co., TX
Lewis- Owens Unit Fracstar Design
1481 Total Stations @ 100 Ft. Spacing
March 16, 2015



Recon Surveys L.L.C.
 ArcGIS 10.1 Development Team
 Created By C.S. Map Size 8.5X 11

MICROSEISMIC SURVEY AGREEMENT

The County of Webb of 1000 Houston St., Laredo, TX 778040 ("Owner") is the trustee on behalf of the schools of Webb County over the lands described as all of Survey No. 1384, Abstract No. 504, Certificate No. 2, Original Grantee Webb County School Land, Patented to Webb County on January 6, 1881, by Patent No. 374, Vol. 23, for 4428.40 acres, located in Webb County, Texas. ("Owner's Lands"). For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, including the consideration recited below, Owner does hereby PERMIT MICROSEISMIC, INC., of 10777 Westheimer, Suite 500, Houston, Texas 77042 ("MSI") the right to conduct MicroSeismic geophysical surveys ("Seismic Survey(s)") over, across, under and upon the linear portions of Owner's Lands identified as "Lewis Owen" on Exhibit "A" (said portions referred to herein as "Preplot Lines"), during the term of and pursuant to this "Agreement". MSI shall also have the rights of ingress and egress (along the routes and at the times specified by Owner) in order to reach the Preplot Lines. For the purposes of this Agreement, the width of the Preplot Lines shall be five feet on either side of the depicted Preplot Line centerlines. The Seismic Surveys shall only be utilized for the collection of data emanating from the hydraulic fracturing of the following "Wells":

API#	Operator	Lease	Well#
42-479-43216	Lewis Petro Properties, Inc.	James Trust A-413	7-H
42-479-43215	Lewis Petro Properties, Inc.	James Trust A-413	8-H

MSI is prohibited from utilizing this Agreement for collecting seismic data from any other wells. The rights granted herein are exclusive to Owner's Lands. MSI shall not utilize Owner's Lands as a convenience or access to operations on other lands. Exhibits "A" and "B" are made a part of this Agreement for all purposes. THE TERM "MSI" SHALL ALSO MEAN AND INCLUDE MSI'S PARTNERS, GENERAL PARTNERS, LIMITED PARTNERS, DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, AGENTS, SERVANTS, CONOWNER'S LANDSORS, AND SUB-CONOWNER'S LANDSORS. MSI assumes full responsibility and liability for the acts and omissions of all of its servants, agents, employees, contractors, subcontractors, and any other person, firm or corporation which may act on the behalf of MSI in connection with the rights herein granted. It is distinctly understood that the Wells are operated by Lewis Petro Properties, Inc. ("Lewis"). Owner and MSI agree that any data collected regarding the Wells shall only be provided to Lewis and Owner, and MSI shall not offer such data to others by sale or otherwise.

1. **CONSIDERATION:** As consideration for executing this Agreement, MSI agrees to pay Owner \$600.00 per linear mile plus additional consideration for damages and access to equal a total amount of Five Thousand and no/100 Dollars (\$5000.00), which sum shall be non-refundable. The consideration given to Owner by MSI for permission to conduct a preliminary survey and to conduct Seismic Surveys on the Preplot Lines on Owner's Lands only includes payment for survey operations in preparation for and such seismic operations; such consideration does not cover and include any damages or injuries caused by MSI to the real or personal property of Owner including but not limited to damage to water wells, water lines, concrete water troughs, concrete water tanks, livestock pens and facilities, stock tanks or lakes, trees, and houses, barns, other structures, or personal property and any damages or injuries located outside the Preplot Lines. Payment pursuant to this Paragraph does not excuse MSI from restoration of any of the surface of Owner's Lands. The foregoing notwithstanding, damages associated with hand-trimming brush are covered by the consideration paid.

2. **EXPLORATORY RIGHTS:** MSI warrants and agrees that no drilling or below surface excavation will be performed. All Seismic Surveys will be passive only – there shall be no vibroseis nor explosive sources allowed under this Agreement. MSI agrees not to remove or destroy vegetation on Owner's Lands with machinery. Hand clearing is permissible. There shall be no operation of any earthmoving equipment, dozers, maintainers, or shredders on Owner's Lands. There shall be no mechanical digging or excavating.

3. **TERM:** This Agreement shall terminate on July 31, 2015 (the "Termination Date") or in the event

of unforeseen circumstances, ten (10) days thereafter (the "Grace Period"). In the event that MSI or its equipment is on Owner's Lands after the Termination Date and the Grace Period, MSI agrees to pay Owner \$5,000.00 per day thereafter for each day MSI or its equipment remains on Owner's Lands. However, any such payments shall not extend the term of this Agreement, but shall be in addition to any other remedies available to Owner under law, including ouster. MSI shall not have to pay to extend the rights granted herein for a "Rain Event" declared by Owner. UNLESS AGREED TO BY OWNER, MSI SHALL NOT ENTER OWNER'S LANDS DURING "DEER SEASON", INCLUDING ALL EXTENDED PERIODS AND WHICH SHALL INCLUDE BUT NOT BE LIMITED TO OCTOBER 1, 2015 TO JANUARY 31, 2016.

4. RESERVATIONS, PERMITS, AND PRIOR RIGHTS:

4.1 Owner reserves all rights to Owner's Lands except the non-exclusive privileges herein permitted. Specifically, but not by way of limitation, Owner reserves the right to use and operate on the surface of Owner's Lands and to grant and enter into leases, liens, mortgages, rights-of-way, easements and permits on or across said lands, and develop and improve same; provided, however, that Owner's use and operation or further grant of said lands shall not unreasonably interfere with the rights herein permitted to MSI. MSI's joinder or consent shall never be required as a condition of Owner entering into any other agreements affecting Owner's Lands.

4.2 **MSI ACKNOWLEDGES THAT OWNER'S LANDS MAY BE CURRENTLY SUBJECT TO MINERAL LEASES, RIGHT-OF-WAYS, AND EASEMENTS, INCLUDING, BUT NOT LIMITED TO THOSE AUTHORIZING PIPELINES, UTILITIES OR COMMUNICATIONS EQUIPMENT HEREON. MSI'S RIGHTS HEREIN ARE SUBORDINATE TO ANY RIGHTS PREVIOUSLY GRANTED TO OTHERS, AND OWNER SHALL BE INDEMNIFIED AND HELD HARMLESS FROM ANY DAMAGES, CLAIMS, INJURY OR CAUSES OF ACTION WHICH MAY ARISE BY OR ACCRUE TO THE HOLDER OF SAID LEASE, RIGHT-OF-WAY OR EASEMENT AS A RESULT OF ANY SEISMIC SURVEY CONDUCTED UNDER THE AUTHORITY OF THIS AGREEMENT.**

4.3 MSI shall be responsible for acquiring all necessary permits (including permissions from the claimants of such agreements listed in Paragraph 4.2) to conduct its seismic operations, and Owner shall be provided copies of any contract or agreements between parties claiming such leases, rights-of-ways or easements. Nothing herein shall constitute a recognition, ratification, adoption or revival of an invalid or breached lease, right-of-way, easement or other agreement affecting Owner's Lands or the mineral estate thereunder.

5. SEISMIC DATA: MSI shall, within 30 days of written request by Owner, deliver such portions of the data resulting from Owner's Property. If such data is requested, Owner shall execute the same license agreement required of Lewis for the same data prior to delivery of the data to Owner. It is the intent of Owner and MSI that Owner receives any reports, tabulations, event tables, charts, depictions, and any other data presentations derived from Owner's Property as a result of the operations described herein. This data shall include, but not be limited to the following information: time of event, true vertical depth (referenced to the Kelly bushing or sea level elevation); datum; northing and easting; signal to noise ratio; frac stage; event radius, calculated from mean stage perforation location; and the category and description of events. **OWNER ACKNOWLEDGES THAT IT IS ACCEPTING THE SEISMIC DATA "AS IS" AND MSI MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR DESCRIPTION IN RESPECT THERETO. THE SEISMIC DATA IS DELIVERED TO OWNER WITH THE EXPLICIT UNDERSTANDING AND AGREEMENT THAT ANY ACTION OWNER MAY TAKE BASED ON THE SEISMIC DATA, OR ANY USE WHICH OWNER MAY MAKE OF THE SEISMIC DATA, SHALL BE AT OWNER'S SOLE RISK, EXPENSE AND RESPONSIBILITY.**

6. CABLES: MSI shall leave or arrange for reasonable crossings over the Seismic Survey equipment for Owner's vehicles, equipment, and livestock. In the event that MSI leaves any cables on Owner's Lands

after the termination of this Agreement, MSI shall pay Owner \$50.00 per foot of cable as compensation for Owner removing same.

7. NOTICE OF ENTRY, KEYS AND ROUTING: At least 24 hours prior to initial entry on Owner's Lands, MSI shall contact LEROY MEDFORD 956-525-5930 and he will designate access roads to be used to gain entry. Owner shall provide MSI with a key to the entry gate. MSI may install its own keyed lock upon any designated gate(s). At no time will MSI be allowed more than one (1) lock on any gate on Owner's Lands. MSI's lock shall be manufactured by Medeco, or other comparable lock first approved by Owner. MSI, its contractors, subcontractors, service personnel, and all other authorized representatives of MSI shall use the same lock. MSI agrees to keep all gates encountered on Owner's Lands locked except when actually passing through same. MSI shall pay \$500.00 to Owner for the first instance when a gate is left either open or unlocked by MSI. In each instance thereafter, MSI shall pay twice the amount paid for the previous instance. Upon termination of this Agreement, MSI shall return the key to Owner's lock and shall also remove its lock if so placed.

8. ACCESS RESTRICTIONS: **NOTHING CONTAINED IN THIS AGREEMENT SHALL EXPRESSLY OR IMPLIEDLY GRANT ANY RIGHTS TO ANYONE TO ENTER OWNER'S LANDS, OTHER THAN MSI, AND ONLY WHILE MSI IS ENTERING UNDER AUTHORITY OF THIS AGREEMENT.** Anyone found on Owner's Lands who is not authorized to enter but either has a key to Owner's locks or MSI's locks shall be deemed to be proof of a breach of this Paragraph. In the event Owner presents persuasive evidence to MSI that an authorized person representing MSI has breached this Agreement, then MSI agrees to remove such person from Owner's Lands. If MSI uses the access herein granted for purposes other than those purposes authorized under the Agreement or if MSI grants permission to unauthorized third parties to use Owner's Lands as access for any purposes, such use shall be a breach of this Agreement. Further, MSI is on notice that Owner is engaged on Owner's Lands in 1) an extensive hunting/wildlife management program; and 2) an extensive cattle program. MSI shall pay Owner \$5,000.00 or the actual value of incurred damages, whichever is greater, for each breach of this paragraph. Such damages may include the costs incurred to round up or separate cattle.

9. RAIN EVENT: MSI shall not drive vehicles on Owner's Lands when it has rained and Owner's Lands are in a "muddy" condition. In the event of rain, Owner may direct that MSI not drive on Owner's Lands (a "Rain Event"). It is not the intent of Owner to delay MSI's operations unnecessarily, but only to protect surface of Owner's Lands. Any delay caused by a Rain Event shall delay the termination of the Agreement by an equal number of days. In the event that MSI conducts operations during a Rain Event and damages Owner's roads (damage being defined as ruts greater than 1"), then MSI shall pay Owner \$10.00 per linear foot of damaged roads, but no event less than \$500.00. Payment shall not alleviate MSI's ongoing requirement to repair damages to Owner's Lands. In any event, there shall be no operations during Deer Season.

10. SPEED LIMIT: The speed limit on Owner's Lands is 15 MPH.

11. NO FENCE CUTTING: No fences (boundary or interior or otherwise) on Owner's Lands shall be altered or cut.

12. NO RECREATION:

12.1 Absolutely no hunting or fishing will be permitted by MSI upon Owner's Lands, and it is further agreed that MSI personnel will not be permitted to bring firearms, fishing equipment, camping equipment or dogs upon Owner's Lands, nor shall anyone be allowed to remove any plants, wood, arrowheads, artifacts and/or any other archeological materials, or any objects whatsoever (other than brush required to be cleared hereunder) from Owner's Lands. Furthermore, Owner shall have the right at all times to request permission and inspect any vehicle of MSI for the purposes of this paragraph and shall have the right to confiscate and retain possession of any such prohibited item found. In the event the prohibited item is the property of a MSI employee or contractor, same shall be kept until a corporate representative of MSI and Owner can agree on a turnover of the item and resolution of the situation, including damages to be paid. In the

event that above described the terms are breached, MSI shall pay Owner the sum of \$10,000.00 for each such breach. In addition to any other remedies available to Owner under this Agreement, if any of MSI's employees or contractor violates any of the above provisions contained in this paragraph, Owner may give notice thereof to MSI and direct that such person be banned from Owner's Lands.

12.2 Paragraph 12.1 notwithstanding, if a deer is killed on Owner's Lands under circumstances which were caused by activities of MSI or a person(s) entering Owner's Lands as a result of or under color of MSI's authority under this Agreement, MSI shall pay Owner the fair market value of such deer, using prevailing rates being paid by current hunters to harvest deer of comparable Boone and Crockett Score of comparable quality in Webb County, Texas, said amount not to be less than \$10,000.00 for each such breach of this Agreement. If livestock or another animal other than deer is killed on Owner's Lands under circumstances which were caused by activities of MSI, then same shall be deemed a breach of this Agreement by MSI and MSI shall pay Owner the fair market value of such livestock or other animal, using the current market rates in Webb County, Texas for such livestock or other animal as determined by a representative of Superior Livestock Auction, but in no event less than \$5,000.00 per animal.

13. NO SMOKING OR LITTER: MSI and its employees, agents and contractors are prohibited from smoking while on Owner's Lands. MSI and its employee, agents and contractors are prohibited from littering or burning or burying trash on Owner's Lands. In the event that the terms of this Paragraph are breached, MSI shall pay Owner the sum of \$500.00 for each such breach.

14. NO DAMAGE OTHER THAN LIMITED CLEARING:

14.1 MSI agrees that no damage shall occur to Owner's land, fences, gates, cattle guards, houses, barns, windmills, tanks and other structures, trees, native or improved grasses, brush, crops, wildlife, cattle and livestock, which are caused by or as a result of MSI's operations. MSI further agrees to pay Owner for any damages incurred by Owner that are caused by or resulting from MSI's operations, and such actual damages and damages incurred by Owner that are caused by or resulting from MSI's failure to comply with the terms of this Agreement. Compensation for all surface damages shall be based on the greater of the market value thereof or the prevailing rates for similar damages in Webb County, Texas, at the time. Such damages are payable to Owner within thirty (30) days from the date of notice that the event giving rise to same occurs. Payment of amounts referenced herein in no way shall excuse MSI from compliance with any terms of this Agreement.

14.2 Immediately upon completion of the Seismic Surveys, MSI shall fill, smooth, level and restore all ruts, mounds, ridges and depressions caused by any MSI's operations on Owner's lands at MSI's cost and expense so as to restore the disturbed surface of Owner's lands to substantially the same condition it was in as of the date of this Agreement. MSI shall repair any approaches, gates, fences, cattle guards, water lines, water wells, and other improvements or property which is damaged by the MSI's operations.

14.3 MSI agrees to disc and seed, with five (5) pounds per acre of certified grass seed selected by Owner, all surface areas disturbed by MSI. MSI further agrees to either fertilize or neutralize the affected areas. At Lessor's sole election, Lessee shall, in lieu of the requirement to disc and seed, pay Lessor \$500.00 per acre (or portion thereof) affected from time to time by such subsequent operations. Nothing in this paragraph shall affect Lessee's obligation to level and contour any disturbed areas.

15. ENVIRONMENTAL: As used in this Agreement, the term, "Hazardous Materials" means any substance defined or identified as a hazardous, extra hazardous or toxic substance, waste, or material under any applicable federal, state, or local statute or regulation. "Remedial Work" is defined as any site investigation or monitoring, any cleanup, containment, remedial, removal, or restoration work performed in response to any federal, state or local government authority or private attorney general action, or pursuant to any federal, state or local statute, rule, regulation or other laws. MSI agrees (1) to remove from Owner's Lands, if, as, and when required by law, any Hazardous Materials placed or released thereon by MSI, (2) to perform Remedial Work where the need therefore arises as a result of and is caused by MSI's operations or activities on Owner's Lands, and (3) to comply in all respects with all federal, state and local governmental laws and regulations. If MSI

shall fail to timely commence or cause to be commenced, or fail to diligently prosecute to completion, such Remedial Work, Owner shall provide notice to MSI that Owner may initiate such Remedial Work at MSI's expense. Lessee shall have 7 days to commence or caused to be commenced such remedial work. Otherwise, Owner may, but shall not be required, to cause such Remedial Work to be performed at MSI's expense.

16. INDEMNITY AND INSURANCE:

16.1 INDEMNITY:

16.1.1 FOR THE PURPOSES OF THIS PARAGRAPH 16.1, "OWNER" SHALL MEAN AND INCLUDE OWNER AND OWNER'S PARTNERS, GENERAL PARTNERS, LIMITED PARTNERS, DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, AGENTS, SERVANTS, CONOWNER'S LANDSORS, SUB-CONOWNER'S LANDSORS, INVITEES, GUESTS, HEIRS, ADMINISTRATORS, EXECUTORS, SUCCESSORS, AND ASSIGNS, AND EACH OF THEIR RELATED OR AFFILIATED ENTITIES AND FAMILIES.

16.1.2 FOR THE PURPOSES OF THIS PARAGRAPH 16.1, "MSI" SHALL MEAN AND INCLUDE MSI AND MSI'S PARTNERS, GENERAL PARTNERS, LIMITED PARTNERS, DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, AGENTS, SERVANTS, CONTRACTORS, SUBCONTRACTORS, ASSIGNS, AND EACH OF THEIR RELATED OR AFFILIATED ENTITIES.

16.1.3 FOR THE PURPOSES OF THIS PARAGRAPH 16.1, "LOSSES AND LIABILITIES" SHALL MEAN AND INCLUDE ANY AND ALL EXPENSES, LOSSES, LIABILITIES, DAMAGES, LIENS, ENUMBRANCES, CLAIMS, DEMANDS AND COSTS (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ACCOUNTANTS' FEES, ENGINEERS' FEES, CONSULTANTS' FEES AND EXPERTS' FEES).

16.1.4 MSI SHALL DEFEND, INDEMNIFY, PROTECT AND HOLD HARMLESS OWNER AND OWNER FROM AND AGAINST ANY AND ALL LOSSES AND LIABILITIES ARISING FROM OR RELATING TO ANY DEMANDS, CLAIMS, CAUSES OF ACTION, VERDICTS, JUDGMENTS, OR OTHER LIABILITIES INCIDENTAL TO OR RESULTING FROM (I) ANY ACTS OR OMISSIONS OF MSI; (II) ANY INJURY TO PERSONS (INCLUDING DEATH) CAUSED, IN WHOLE OR IN PART, BY MSI'S OPERATIONS, EQUIPMENT, AND/OR VEHICLES; AND/OR (III) ANY INJURY OR DAMAGE TO OR LOSS OF ANY REAL AND/OR PERSONAL PROPERTY CAUSED, IN WHOLE OR IN PART, BY MSI'S OPERATIONS, EQUIPMENT, AND/OR VEHICLES. THE FOREGOING INDEMNIFICATION SHALL BE EFFECTIVE REGARDLESS OF WHETHER OR NOT AND/OR TO WHAT EXTENT MSI IS PROTECTED FROM SUCH CLAIMS BY MSI'S INSURANCE COVERAGE. THIS INDEMNITY SHALL INCLUDE ANY TAXES OR SIMILAR PAYMENTS WHICH SETIEL IS OBLIGATED OR AGREES TO MAKE ON BEHALF OF MSI OR OWNER, INCLUDING PENALTY AND/OR INTEREST, THAT MSI OR OWNER MAY BE REQUIRED TO PAY ANY LOCAL, STATE OR FEDERAL AGENCY.

16.1.5 OWNER'S NEGLIGENCE: *IT IS THE INTENT OF MSI AND OWNER THAT THE FOREGOING INDEMNIFICATION BY MSI IS TO INCLUDE INDEMNIFICATION FOR AND AGAINST ANY AND ALL LOSSES AND LIABILITIES ARISING FROM OR RELATING TO ANY DEMANDS, CLAIMS, CAUSES OF ACTION, VERDICTS, JUDGMENTS, OR OTHER LIABILITIES INCIDENTAL TO OR RESULTING FROM THE ACTS, ERRORS, OMISSIONS, AND/OR NEGLIGENCE OF OWNER, EXCLUDING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY OWNER.*

16.1.6 MSI SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS OWNER FROM AND AGAINST ANY AND ALL LOSSES AND LIABILITIES ARISING FROM OR RELATING TO (I) THE IMPOSITION OR RECORDING OF ANY LIEN OR ENCUMBRANCE AGAINST THE LAND OR OWNER OR ITS MINERAL OR ROYALTY INTEREST AS A RESULT OF MSI'S OPERATIONS; AND/OR (II) THE COSTS OF REQUIRED REPAIRS, CLEAN

UP, OR DETOXIFICATION AND REMOVAL MANDATED BY ANY HAZARDOUS MATERIAL LAW.

16.1.7 MSI SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS OWNER FROM AND AGAINST ANY AND ALL LOSSES AND LIABILITIES ARISING FROM OR RELATING TO THE ACTUAL OR ALLEGED PRESENCE OR RELEASE OF ANY HAZARDOUS MATERIAL BY MSI ON SAID LANDS OR ACCESS ROADS. THIS INDEMNIFICATION SHALL INCLUDE COSTS IN CONNECTION WITH ANY REMEDIAL WORK PERFORMED BY ANY THIRD PARTY, WHETHER OR NOT SUCH REMEDIAL WORK WAS UNDERTAKEN IN RESPONSE TO ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL AUTHORITY, LAWS OR REGULATIONS.

16.1.8 MSI IS NOT AN AGENT NOR AN EMPLOYEE OF OWNER, AND OWNER SHALL HAVE RESPONSIBILITY TO INSPECT OR OVERSEE MSI'S OPERATIONS NOR TO IDENTIFY OR CORRECT ANY POTENTIALLY HARMFUL, DANGEROUS OR DAMAGING CONDITIONS WHICH ARE CAUSED BY OR RESULT FROM MSI'S OPERATIONS HEREUNDER. OWNER SHALL HAVE NO INVOLVEMENT IN MSI'S OPERATIONS. MSI SHALL NOT HAVE THE RIGHT OF CONTRIBUTION OR INDEMNITY FROM OWNER.

16.1.9 THE PROVISIONS OF THIS PARAGRAPH 16.1 SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT WITH RESPECT TO MATTERS ACCRUING PRIOR TO SUCH TERMINATION OR EXPIRATION AND NO DELAY OR OMISSION IN EXERCISING ANY RIGHT HEREUNDER SHALL OPERATE AS A WAIVER OF SUCH RIGHT OR ANY OTHER RIGHT OF OWNER.

16.2 INSURANCE REQUIREMENTS: During the term of the Agreement, MSI shall carry a minimum of (a) general public liability insurance coverage of at least \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate, and such comprehensive general liability insurance shall provide coverage for premises operations, explosion and collapse hazard, underground hazard, products/completed operations hazard, contractual insurance, broad form property damage, independent contractors and personal injury coverage, including coverage for Auto Liability insurance coverage of \$1,000,000.00 combined single limit, Excess Umbrella Liability of \$5,000,000.00, and Workers Compensation insurance coverage. Owner shall be furnished proof of such coverage before entry onto or commencement of any activity or operations on Owner's Lands. MSI shall name Owner as an additional insured under all insurance policies and MSI shall furnish Owner with an Additional Insured Endorsement to all insurance policies and copies of all policies, in addition to a Certificate of Insurance providing for thirty (30) days prior written notice to Owner of cancellation of, or change in, coverage. The policies shall include specific endorsements providing Waiver of Subrogation in favor of Owner.

17. PLACE OF PERFORMANCE: This instrument is performable in Webb County, Texas and shall be governed by and construed and enforced in accordance with the laws of the State of Texas.

18. NONEXCLUSIVE GRANT, NO RIGHT OF ASSIGNMENT, NO RECORDING: The permit granted herein is non-exclusive as Owner reserves the right for Owner and Owner's successors and assigns to grant similar or dissimilar permits to others. This Agreement is intended solely for the benefit of the parties hereto and their heirs, successors and assigns and shall not create any rights, including without limitation any third party beneficiary rights, in any third party. This Agreement shall not be assigned without Owner's consent. It is agreed that this Agreement shall not be filed in any public records.

19. SURVIVOR PROVISION: Paragraphs 14-16 and any provisions under which accrued but unpaid payments are owed to Lessor at the time of the release, termination or expiration of this Agreement, shall survive the release, termination or expiration of this Agreement and no delay or omission in exercising any right of Lessor shall operate as a waiver of such rights or any other rights of Lessor. Lessee shall pay interest, at the highest legal rate allowed in the state of Texas, on all payments not timely made hereunder.

20. MECHANIC'S LIENS: MSI agrees to keep Owner's Lands duly and fully protected against liens of

every character arising in connection with, or resulting from operations. MSI agrees to promptly discharge (either by payment or by filing of the necessary bond, or otherwise) any undisputed mechanic's, materialmen's, or other lien against Owner's Lands resulting from MSI's operations.

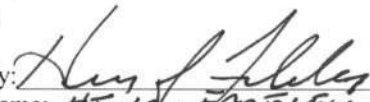
21. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties hereto and the same shall be not modified or varied by parol evidence and may only be amended or modified by written instrument duly executed by all parties hereto. The terms of this Agreement shall control in all instances and no language contained on MSI's payment instrument, as to release, settlement or otherwise, shall release MSI of the obligations contained herein.

IN TESTIMONY WHEREOF, the parties herein have executed this Agreement this ____ day of _____, 2015.

Webb County
By: 

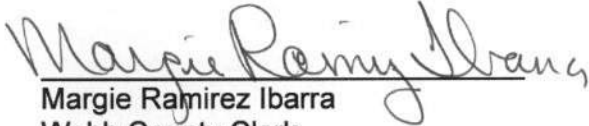
"Owner"

MSI, INC.

By: 
Name: HENRY J. FOLEY
Title: MICROSEISMIC INC. AGENT

"MSI"

ATTEST:


Margie Ramirez Ibarra
Webb County Clerk

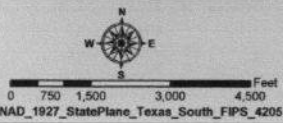
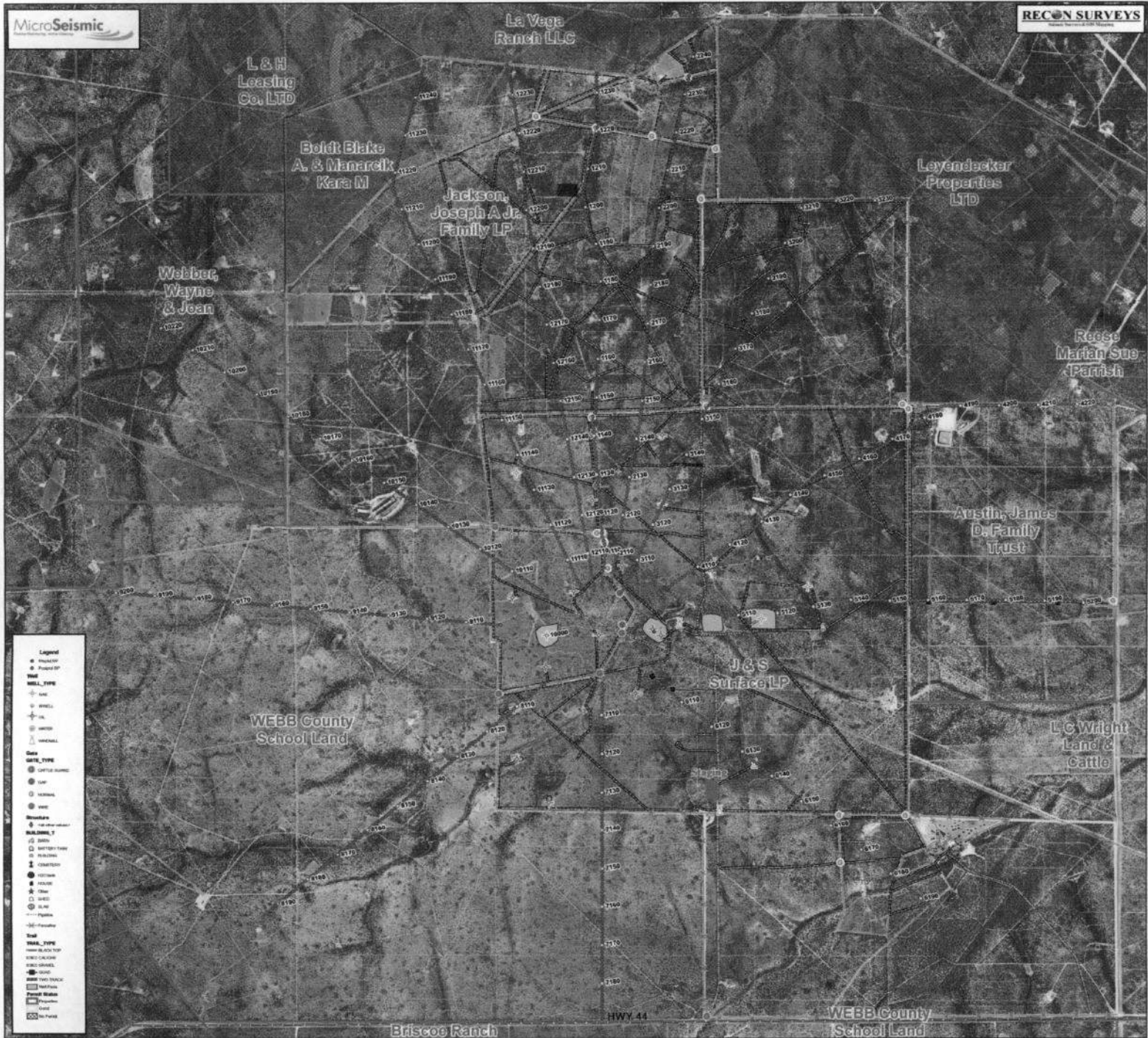


APPROVED AS TO FORM:



Marco A. Montemayor
Webb County Attorney

***By law, the county attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).**



Webb Co., TX
 Lewis - Owens Unit Fracstar Design
 1439 Total Stations @ 100 Ft. Spacing
 April 21, 2015

EXHIBIT
 "A"