

Addendum #2
Additional Terms

Permit #
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Testing

1. This Permission to Test is a one-time agreement between Global Geophysical Service and the Grantor. The seismic operations, including all clean-up and remediation, are to be concluded by, and this Agreement shall terminate on, September 1, 2013.
2. Global shall make full payment of the per-acre test access fee prior to setting any equipment. Should the test program be cancelled after payment is made, no refund of payment is due to Global.
3. Prior to any drilling or receiver placement, the Grantor must approve the test plot map. This map shall show all drill points, receiver locations, property access locations, routes to drill locations, parking, and areas where any vegetation, crop, or wooded area clearing will occur. This plot map shall be initialed by the Grantor and shall be made part of this agreement. Drilling sites shall not exceed the number or locations specified on the test plot map. Global shall access the property only at locations agreed to by the Grantor.
4. Global shall notify the Grantor 24 hours prior to installation of test equipment and 24 hours prior to shot detonation. Global shall again notify the Grantor at completion testing and at completion of cleanup and reclamation. (330-618-1755)
5. Global will conduct its operations only during the daylight hours (7:00 AM – 7:00 PM).
6. Global agrees to no drilling or charges within 500 feet of any water well or structure.
7. Global shall test the water well before and after seismic testing and provide copies of these test reports to the Grantor. Any damage to water supply or water quality as a result of Global's operation is to be fully and immediately remedied by Global so as to return the water supply to a condition equal to that prior to testing.
8. This Agreement does not grant Global entry to any buildings or structures, used or abandoned, that may exist on the property. Nor does it extend to entry or crossing of property within 30 feet of any point of any building or structure, used or abandoned, unless previously agreed to by the Grantor.
9. Global, or its officers, agents, employees, contractors, invitees, guests or representatives may not hunt, fish, gather, camp or bring alcoholic beverages, firearms or illegal drugs onto the Grantor's property.
10. Prior to the setting of any test equipment, Global shall provide the Grantor with the name and contact information of a Global representative who shall have authority to answer questions, make decisions, halt testing, provide direction to Global ground crews, and otherwise serve as a person in authority during the test program.

Remediation & Damages

11. Global agrees to reasonably repair any damages that may occur as a direct result of Global's operations to the property within 60 days of completion of seismic testing (detonation), including clean-up of all materials (markers, stakes, ribbons, trash, litter, and miscellaneous debris etc.) and any other remedy or repair necessary to restore the property to a condition substantially similar to that existing prior to commencement of Global's operations.
12. After completion of testing, Global shall backfill all shot holes using proper abandonment procedures and render them to a condition where there is no pathway present for runoff or surface or subsurface contaminants to travel to and between water-bearing zones. All shot holes shall be plugged in a manner that will not allow subsidence, and graded and landscaped to a condition substantially similar to that existing prior to commencement of Global's operations.
13. Any oil spills or other hazard damage are to be promptly reported to the Grantor and remediated by Global according to existing state & federal environmental laws.
14. Global shall pay for the cost of repairing all excessive or extraordinary damages caused by Global's operations that are above and beyond those occurring in the normal course of seismic operations. Such damages to buildings, structures, fences, farm roads, undergrounds, fields, meadows, lawns, etc. shall be reimbursed to the Grantor at the actual repair cost to return the damaged item to its condition prior to commencement of Global's seismic operations.
15. There shall be no timber removal without written permission from or separate agreement with the Grantor. If trees with a diameter greater than 6 in. measured 36 in. from the ground are removed, debarked, split, root-damaged or otherwise

damaged by Global’s operations, Global will pay the Grantor fair market value for the trees as determined by a certified timber consultant of the Grantor’s choice based on the tree’s value as if it were 12 in. in diameter measured 36 in. above the ground.

- 16. Global shall pay for standing crop damage, regardless of the crop owner, based on the actual square footage damaged, times the highest yield in the last 3 years on the property. If this value is not available, then the Ohio Dept. of Agriculture county average for the last 3 years will be the basis for determining payment for crop damage, payable to Grantor. Payment shall be made within 60 days of test completion.
- 17. Global shall notify the Grantor of any crop or timber damages and full payment for these damages shall be made within 60 days of test completion.

Liability

- 18. Global Geophysical Services, its successors and assigns, shall be strictly liable for all damages and losses caused by or arising out of Global’s activities on or affecting Grantor’s property and do hereby agree to indemnify, defend and hold harmless, Grantors and their spouses, heirs, successors and assigns, against any and all loss, damages, claims, demands, suits, actions, classes of actions, fines, violations, or costs which may arise from injury or death to persons and from any and all damages to property, which includes but is not limited to damage to real and personal property, as well as environmental, water and soil damage, pollution or contamination, and mechanic’s liens and other claims arising from Global Geophysical Services’ operations, including the operations of Global Geophysical Services’ partners, affiliates, contractors, and subcontractors, pursuant to this Agreement. This paragraph is intended to cover any and all claims of damage, injury or death to persons and property, including court and attorney fees, regardless of where damage, injury or claims that arise or result from Global Geophysical Services’ operations, including the operations of Global Geophysical Services’ partners, affiliates, contractors, subcontractors, agents, employees, guests, licensees, and invitees under this Agreement. This indemnity shall apply to any claim, however caused, or regardless of the legal grounds and basis. The provisions of this paragraph shall survive the termination or expiration of this Agreement.
- 19. Global shall maintain all required Worker’s Compensation and employer’s liability insurance, and shall maintain commercial general liability, business auto, and environmental liability insurance with a company enrolled with or approved by the Ohio Department of Insurance to do business in the state in an amount of at least \$1,000,000 for each type of coverage just described. Such coverage shall protect Landowner as Landowner’s interests may apply.
- 20. Grantor shall not be responsible for any loss, damage, or theft relating to any Global Geophysical Services’ equipment or other property.

Acknowledgement and acceptance of these additional terms:

Grantor: Date _____

Grantor: Date _____

Global Geophysical Services’
Representative Date _____

Print Name _____