

ADDENDUM TO SPECIAL ROAD USE INDEMNITY AGREEMENT AND PERMIT

Applicant agrees to pay Burleson County (collectively, the "Parties") Twelve Thousand Dollars (\$12,000.00) per well drilled in Burleson County, which payment shall constitute full and final payment for any damage, other than "extra ordinary" damage (as defined below), actually caused by vehicles owned or operated by Applicant, or operated by agents, employees, servants, or independent contractors on Applicant's behalf. Applicant agrees to pay said amount for each well drilled after the Effective Date of this Addendum unless the Special Road Use Indemnity Agreement and Permit (the "Permit") or that ordinance, titled "An Ordinance Limiting the Weight and Establishing Regulation Governing the Operation of Vehicles On and Over Roads in the Burleson County Maintenance System" (the "Ordinance"), passed and adopted on October 28, 2013, are either found to be invalid by a court of competent jurisdiction, or are abandoned, substantially altered or amended, or no longer deemed to be in effect by the Burleson County Commissioners Court.

Applicant agrees to pay said amount for each well, regardless if ingress and/or egress to and from the Location require use of a County Road. Applicant agrees to propose a route to and from the Location for the Commissioner's Approval. Applicant also agrees to use its best efforts to ensure all trucks subject to the Permit and/or Ordinance will follow said route. Burleson County agrees to provide to Applicant a Permit for use of all Routed County Roads for each Location permitted, and further agrees that by submitting a route and paying said amount, Applicant shall have no further obligation to provide individual truck information. Burleson County agrees that funds paid by Applicant under this Addendum shall be used for maintenance, repair, or construction of its County Roads, and will not be used for any other purpose; provided, however, that Burleson County shall not be required to expend said funds on roads actually used by Applicant for ingress or egress to the permitted Location, so long as such funds are used for maintenance, repair, or construction of County Roads.

Applicant agrees that all vehicles subject to this Addendum and accompanying Permit

shall follow all traffic laws and rules of the road, and that failure to do so may result in fines or other penalties in accordance with Texas law. Applicant_ further agrees that nothing in this Addendum or accompanying Permit shall relieve Applicant, or any vehicles subject hereto, of the obligation to observe and comply with all properly posted road use restrictions, including but not limited to the closure of specific County Roads to through truck traffic by proper signage.

For purposes of this Addendum, "extra ordinary" damage shall mean damage, beyond wear and tear and excluding all damage to the road surface or road bed, which damage shall be established by Burleson County to have been actually caused by Applicant. Should extra ordinary damage result to a County Road that Burleson County establishes is caused by Applicant, Burleson County shall submit a written, detailed bill to Applicant. Applicant shall have thirty (30) days to pay the amount in question or dispute the amount in writing. In the event the Parties are unable to agree to a dollar amount, the Parties agree to submit the dispute to a neutral third party with expertise in road construction, which neutral third party's decision shall be binding on the Parties.

In the event any of the provisions of this Addendum conflict with the provisions of the Permit, the Addendum shall control. This Addendum shall be attached to and incorporated into each Permit signed by Applicant after the Effective Date.

This Agreement shall be effective as of _____, 20_____.

Applicant Representative

County Judge, Burleson County