

ACCESS AGREEMENT

This Access Agreement (this "Agreement") is entered into as of February 11, 2020 (the "Effective Date"), by and between the County of Hidalgo, (the "Entity") and C&J Well Services, Inc. (the "C&J").

RECITALS:

A. The Entity owns certain assets (the "Assets") located at the property generally described as the 7 Mile Road & Iowa Rd., Mission, Hidalgo County, Texas (the "Property").

B. C&J is the registered operator for the washout and collection pits with Permit Numbers P011173A and P011173B located on the Property (collectively, the "Pits") and is now required to sample the Pits (the "Pit Sampling") in accordance with the requirements of Railroad Commission of Texas (the "RRC").

C. In connection with the Pit Sampling, C&J desires a license to enter upon the Property to sample the Pits. The Entity has agreed to grant C&J the license to enter upon the Property for such purpose in accordance with the terms and conditions of this Agreement.

AGREEMENT:

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and the Company hereby agree as follows:

1. Sampling period. For purposes of this Agreement, the term "Sampling Period" means the period from the Effective Date until the earlier of (a) the date on which the Pit transfer is approved by the RRC or (b) April 1, 2020. The parties may agree in writing to extend the Sampling Period beyond the periods identified in this paragraph.

2. Closure; Procedures. During the Sampling Period, Entity hereby grants to C&J a license to enter upon the Property solely for the purpose of sampling the Pits as detailed in the Approved Scope of Work attached as Exhibit A ("Approved Scope of Work"). The cost of all work related to the Pit Sampling and any related restorative work conducted on the Property shall be borne solely by C&J. C&J shall conduct the Pit Sampling strictly in accordance with the following procedures:

a. Entity shall permit access to the Property by C&J and C&J's representatives, including C&J's engineers, contractors and environmental consultants ("C&J Representatives"), for the purpose of conducting the Pit Sampling.

b. C&J shall notify the Entity of its intent to enter the Property at least one full day prior to the intended date of entry. Neither C&J nor any C&J Representative shall enter the Property until Entity has approved the entry request.

c. A representative of Entity shall have the right, but not the obligation, to be present during the Pit Sampling.

d. Neither C&J nor any C&J Representative shall interfere unreasonably with the use, occupancy or enjoyment rights of any occupants of the Property or of such occupant's employees, contractors, customers or guests. Neither C&J nor any C&J Representative shall injure or otherwise cause bodily harm to Entity or its respective guests, agents, invitees, contractors and employees of the Property or their guests or invitees. No work shall be undertaken by C&J or any C&J Representative that could be reasonably be expected to result in irreparable damage to the Property, other than the contemplated sampling of the Pits, without the prior written consent of the Entity.

e. Neither C&J nor any C&J Representative has authority to do anything that may result in a lien or encumbrance against the Property in connection with the Pit Sampling. Without limiting the foregoing, however, C&J agrees to promptly pay when due all costs associated with the Pit Sampling and not to cause, permit or suffer any lien or encumbrance to be asserted against the Property related to the Pit Sampling.

f. C&J shall materially comply with all federal, state and local laws applicable to the Pit Sampling.

g. Before and during the Pit Sampling, each C&J Representative conducting the Pit Sampling shall maintain workers' compensation insurance in accordance with applicable law, and the applicable C&J Representative conducting the Pit Sampling, shall maintain (1) Worker's Compensation and Employers Liability insurance or equivalent as required by the laws of the jurisdiction in which the Pit Sampling is being conducted, (2) commercial general liability insurance with limits of at least One Million Dollars (\$1,000,000.00) for bodily or personal injury or death, (3) Automobile Liability insurance of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury/property damage, and (4) excess/umbrella liability insurance in the amount of at least Two Million Dollars (\$2,000,000.00). C&J shall deliver to Entity or Entity's legal counsel evidence of such workers' compensation insurance and a certificate evidencing the commercial general liability, automobile liability, and property damage insurance before conducting the Pit Sampling. The C&J Representative conducting the Pit Sampling shall have its insurer issue a certificate of insurance under its policy' listing the Entity as an additional insured prior to commencing any work. No other insurance provision shall be applicable to the Entity and any and all deductibles or retentions in the above described insurance policies shall be assumed by, for the account of and at C&J or the applicable C&J Representative's sole risk.

h. C&J shall, at its own expense and within a reasonable period of time following the completion of the Pit Sampling, fill and compact any holes, and otherwise restore any damage outside of the scope of this Agreement to the Property caused by the Pit Sampling. C&J or its C&J Representatives shall be responsible for the disposal of any wastes generated in connection with the Pit Sampling under C&J's or its C&J Representatives hazardous waste generator identification number that C&J obtains or possesses with respect to the such wastes, if so required by applicable law.

3. Confidential Information. The parties agree that information gathered in connection with the Pit Sampling under this Agreement shall be considered confidential information, and such confidential information shall be used by C&J and C&J Representative solely for the purpose of

the Pit Sampling, except as required by applicable law or as otherwise provided for in this Agreement. Copies of the confidential information obtained in connection with the Pit Sampling shall be provided to the Entity by C&J on completion of the Pit Sampling. Entity shall not reveal, disclose, disseminate, publish or communicate to any other persons, parties or entities, including Entity's subsidiaries or any of their respective representatives, owners, employees, consultants, attorneys or other related parties, any such confidential information, without the prior written consent of C&J unless otherwise required by law. In the event that Entity is requested or required, in connection with any legal or regulatory proceeding or other legal process, to disclose any confidential information, Entity will (a) provide C&J with prompt notice of such request or requirement (to the extent legally permissible), prior to any disclosure pursuant thereto, so that C&J may seek an appropriate protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement; and (b) use reasonable efforts to cooperate as reasonably requested by C&J in its efforts to obtain a protective order or other reasonable assurance that confidential treatment will be accorded to such confidential information. In the event that such protective order or other remedy is not obtained, or C&J waives compliance with the provisions of this Agreement, Entity will furnish only that portion of the confidential information that Entity's counsel advises is required. In such case, prior to such disclosure, Entity will use reasonable efforts to advise and consult with C&J and its counsel as to such disclosure and the nature and wording of such disclosure. The provisions of this Section 3 shall survive the termination of this Agreement.

4. Indemnification. C&J shall indemnify, defend and hold Entity and its respective partners, shareholders, interest owners, officers, members, directors, agents and employees (the "Entity Indemnified Parties") harmless from any and all losses, costs, liens, claims, causes of action, damages, expenses and liability (including, without limitation, court costs and reasonable attorneys' fees) (collectively, "Losses") incurred in connection with or arising in any way from C&J or any C&J Representative's negligence in the performance of the Pit Sampling conducted by C&J and/or any C&J Representative or any breach by C&J and/or any C&J Representative of the terms hereof except to the extent that any said Losses are attributable to the negligence or intentional act of the Entity Indemnified Parties. C&J's obligation to indemnify, hold harmless and defend the Entity Indemnified Parties, shall apply REGARDLESS OF THE STRICT LIABILITY OF ANY ENTITY INDEMNIFIED PARTY WITH RESPECT TO THE LOSS, BUT NOT IN SITUATIONS WHERE THE LOSS RESULTS FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE ENTITY INDEMNIFIED PARTY. C&J's indemnity obligation hereunder specifically does not include, however, any obligation to indemnify any Entity Indemnified Party for any Losses attributable to any pre-existing conditions on the Property, including without limitation soil or groundwater contamination, or any Losses incurred as a result of C&J's discovery of such pre-existing conditions as a result of the Pit Sampling, except to the extent that C&J contributes to or exacerbates such conditions. This indemnity provision shall survive termination or expiration of this Agreement. If any proceeding is filed for which indemnity is required hereunder, C&J agrees, upon request therefor, to defend the indemnified party in such proceeding at its sole cost utilizing counsel reasonably satisfactory to the indemnified party.

5. Enforcement. The parties may enforce the terms of this Agreement by any and all legal and equitable means necessary, in each party's sole discretion, including, without limitation, injunction and monetary damages, and the prevailing party shall be entitled to recover court costs

and reasonable attorneys' fees from the other party, if applicable.

6. No Partnership. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, or of partnership, or of joint venture, or of any other association between Entity and C&J.

7. No Waiver. No waiver of any default by any party hereto shall be implied from any omission by any other party hereto to take any action with respect to such default, if such default continues or is repeated. No express waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. A waiver of any default in the performance of any provision contained in this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other provision contained herein.

8. Binding Effect. The license granted to C&J under the terms of this Agreement is personal to C&J, and neither this Agreement nor the license may be transferred or assigned by C&J. Subject to the foregoing limitation, the benefits of this Agreement and burdens of this Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives, and assigns of the parties hereto.

9. Notices. For purposes of notice, the addresses of the parties shall be as follows:

If to C&J:
C&J Well Services
3990 Rogerdale Rd.
Houston, TX 77042
Attention: Austin Berliner
Facsimile: (713) 325-5933

If to Entity:
Hidalgo County Judge's Office
100 E. Cano, Second Floor
Edinburg, Texas 78539
Attention: Richard Cortez, Hidalgo County Judge
Facsimile: (956) 318-2699

10. Revocation. The license granted under this Agreement is revocable by Entity upon thirty (30) days' prior written notice to C&J and shall terminate in due course on expiration of the Sampling period.

11. Entire Agreement. This Agreement is the entire agreement between Entity and C&J concerning the Pit Sampling, and no modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on either party unless reduced to writing and signed by the party to be bound.

12. Survival. The terms of this Agreement shall survive any termination of this Agreement.

13. Time is of the Essence. Time is of the essence with respect to this Agreement.

14. Rule of Construction. C&J and Entity acknowledge that each party has reviewed this Agreement and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.

15. Multiple Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. A signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

16. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

17. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

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IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

C&J:

C&J Well Services, Inc.

By: _____

Name: _____

Title: _____

ENTITY:

The County of Hidalgo

By: _____

Name: _____

Title: _____

EXHIBIT A
Approved Scopes of Work